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IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
RICHMOND DIVISION

- - - - - x  
:  
In re: : Chapter 11  
:  
CIRCUIT CITY STORES, INC., : Case No. 08-35653 (KRH)  
et al., :  
:  
Debtors. : Jointly Administered  
- - - - - x

**DEBTORS' MOTION FOR ORDER APPROVING LETTER AGREEMENT BY  
AND AMONG THE DEBTORS AND A JOINT VENTURE COMPRISED OF  
GREAT AMERICAN GROUP WF, LLC, HUDSON CAPITAL PARTNERS,  
LLC, SB CAPITAL GROUP, LLC AND TIGER CAPITAL GROUP, LLC  
PURSUANT TO BANKRUPTCY CODE SECTIONS 105 AND 363 AND  
BANKRUPTCY RULE 9019**

The debtors and debtors in possession in the  
above-captioned jointly administered cases (collectively,

the "Debtors")<sup>1</sup> hereby move (the "Motion"), pursuant to sections 105 and 363 of title 11 of the United States Code (the "Bankruptcy Code") and Rule 9019 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), for entry of an order (the "Order") approving the proposed letter agreement between the joint venture comprised of Great American Group WF, LLC, Hudson Capital Partners, LLC, SB Capital Group, LLC and Tiger Capital Group, LLC (together, the "Agent"), and the Debtors (the "Letter Agreement"), a copy of which is annexed as Exhibit A. In support of the Motion, the Debtors respectfully represent:

#### **JURISDICTION AND VENUE**

1. This Court has jurisdiction to consider this Motion under 28 U.S.C. §§ 157 and 1334. This is a

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<sup>1</sup> The Debtors and the last four digits of their respective taxpayer identification numbers are as follows: Circuit City Stores, Inc. (3875), Circuit City Stores West Coast, Inc. (0785), InterTAN, Inc. (0875), Ventoux International, Inc. (1838), Circuit City Purchasing Company, LLC (5170), CC Aviation, LLC (0841), CC Distribution Company of Virginia, Inc. (2821), Circuit City Properties, LLC (3353), Kinzer Technology, LLC (2157), Abbott Advertising Agency, Inc. (4659), Patapsco Designs, Inc. (6796), Sky Venture Corp. (0311), Prahs, Inc. (n/a), XSStuff, LLC (9263), Mayland MN, LLC (6116), Courchevel, LLC (n/a), Orbyx Electronics, LLC (3360), and Circuit City Stores PR, LLC (5512). The address for Circuit City Stores West Coast, Inc. is 9250 Sheridan Boulevard, Westminster, Colorado 80031. For all other Debtors, the address is 9950 Mayland Drive, Richmond, Virginia 23233.

core proceeding under 28 U.S.C. § 157(b). Venue of these cases and this Motion in this district is proper under 28 U.S.C. §§ 1408 and 1409.

2. The statutory predicates for the relief requested herein are Bankruptcy Code sections 105 and 363 and Bankruptcy Rule 9019.

#### **BACKGROUND**

##### **A. The Bankruptcy Cases.**

3. On November 10, 2008 (the "Petition Date"), the Debtors filed voluntary petitions in this Court for relief under chapter 11 of the Bankruptcy Code.

4. The Debtors continue to manage and operate their businesses as debtors in possession pursuant to Bankruptcy Code sections 1107 and 1108.

5. On November 12, 2008, the Office of the United States Trustee for the Eastern District of Virginia appointed a statutory committee of unsecured creditors (the "Creditors' Committee"). To date, no trustee or examiner has been appointed in these chapter 11 cases.

**B. The Going Out of Business Sales Agreement.**

6. In January 2009, the Debtors began soliciting offers for their businesses, including offers from liquidation firms to conduct store closing/going out of business sales at some or all of their remaining five hundred sixty seven (567) retail store locations and distribution centers (the "Remaining Stores") and to liquidate the Debtors' inventory and certain other assets therein (the "GOB Sales").

7. On January 12, 2009, the Court entered an order authorizing the Debtors to conduct one or more auctions for a sale or sales of the Debtors' businesses as a going concern or for liquidation (D.I. 1460).

8. At the conclusion of an auction held on January 15, 2009, the Debtors determined that the highest and otherwise best bid for their assets was presented in the form of a bid to liquidate the Debtors' inventory at the Remaining Stores and was the bid submitted by the Agent. Thus, on January 15, 2009, the Debtors and the Agent executed an agency agreement (the

"Agency Agreement").<sup>2</sup> A copy of the Agency Agreement is annexed as Exhibit B.

9. On January 16, 2009, the Court approved the Agent's bid and the Agency Agreement and authorized the Debtors to conduct going out of business sales at the Remaining Stores (D.I. 1634; the "GOB Order"). The Agent commenced going out of business sales at the Debtors' Remaining Stores on January 17, 2009.

10. As of March 8, 2009 the GOB Sales at the Remaining Stores had concluded.

#### **RELIEF REQUESTED**

11. By this Motion, the Debtors request that the Court approve the Letter Agreement under Bankruptcy Rule 9019, as well as Bankruptcy Code sections 105 and 363. The Creditors' Committee has reviewed the terms of the Letter Agreement and has consented to approval thereof.

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<sup>2</sup> Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Agency Agreement.

**BASIS FOR RELIEF**

**A. Agency Agreement Fee Structure.**

12. Pursuant to the terms of the Agency Agreement, the Agent was authorized to act as Debtors' exclusive agent for the purpose of conducting the GOB Sales at the Remaining Stores.

13. Under the Agency Agreement, the Agent guaranteed that the Proceeds of the GOB Sales would equal or exceed seventy and one-half percent (70.5%) -- the Guaranty Percentage -- of the aggregate Cost Value of the Merchandise, i.e., the Guaranteed Amount, plus an amount sufficient to pay all Expenses.

14. To the extent the Proceeds from the GOB Sales exceeded the Guaranteed Amount and all Expenses, the Agent was entitled to one percent (1%) of the aggregate Cost Value of the Merchandise (such amount, the "Agent's Fee" and such threshold, the "Initial Sharing Threshold"). To the extent the Proceeds from the Sale exceed the Initial Sharing Threshold, the Proceeds were to be shared seventy percent (70%) to the Debtors and thirty percent (30%) to the Agent until the Agent had received an aggregate amount (including the

Agent's Fee) equal to three percent (3%) of the aggregate Cost Value of the Merchandise (the "Additional Sharing Threshold"). All remaining Proceeds in excess of the Initial and Additional Sharing Thresholds were to be shared ninety percent (90%) to the Debtors and ten percent (10%) to the Agent

15. Additionally, the Agent was entitled to compensation based on the sale of, among other assets, FF&E, Merchant Consignment Goods, and Layaway Inventory. With respect to FF&E and Merchant Consignment Goods, the Debtors received eighty percent (80%) of the sale proceeds and the Agent retained twenty percent (20%) of such proceeds. For Layaway Inventory, the Debtors received ninety percent (90%) of the sale proceeds and the Agent retained ten percent (10%) of such proceeds.

16. The Agent began the GOB Sales on January 17, 2009 (the "Sale Commencement Date"), and the Agent completed the GOB Sales and vacated all Remaining Stores on or before March 8, 2009 (the "Sale Termination Date").

17. At the conclusion of the GOB Sales, such sales had generated sufficient Proceeds to satisfy the Guaranteed Amount, all Expenses, and the Agent's Fee, as

well as additional Proceeds that were to be shared 70/30 between the Debtors and the Agent.

**B. Key Agency Agreement Provisions Impacting the Debtors.**

18. Pursuant to the terms of the Agency Agreement, on each Thursday during the sale term commencing on the second Thursday after the Sale Commencement Date, the Debtors and the Agent prepared a reconciliation of the weekly Proceeds of the Sale, Expenses, and any other Sale related items in consultation with the Creditors' Committee and their advisors.

19. Additionally, the Debtors and the Agent jointly were to prepare a final reconciliation ("Final Reconciliation") within thirty days after the Sale Termination Date, including without limitation, a summary of Proceeds, Expenses, and any other accounting required under the Agency Agreement.

20. While the GOB Sales were pending, the Agent and the Debtors began to identify issues that could result in adjustments to the Guaranty Percentage under the Agency Agreement relating to the Cost Factor



of the Debtors' Merchandise as represented in section 12.1(m) of the Agency Agreement and the total Cost Value of the Debtors' Merchandise as represented in section 12.1(1) of the Agency Agreement.

21. In particular, the Agent advised the Debtors that it had observed certain unexpected sales and margins results during the first week of the GOB Sales. The Debtors immediately commenced an investigation regarding these results and determined that prior to Auction (as well as the auction for the 155-store closing sale), the Debtors had provided the bidders with an incorrect pricing/cost file.

22. Upon that determination the Debtors advised both the Agent and the Creditors' Committee as to the existence of the problem and discussed whether to address the issue immediately with the Court or wait until the outcome of the GOB Sales, the ultimate success of which might significantly, if not entirely, mitigate the potential significant negative effects on the estates' return as a result of the pricing/cost file error. As a result of these discussions, the Debtors determined to continue with the GOB Sales and

monitor their success closely in case immediate steps were required to be taken to preserve the estates' recovery. Ultimately, the GOB Sales were very successful, in the Debtors' view mitigating most, if not all, of the potential damages caused by the error.

23. Following the Sale Termination Date, the Debtors, in consultation with the Creditors' Committee's advisors, and the Agent each prepared estimates of the results of the Sale, which included estimated adjustments that may be required under the Agency Agreement. Through this estimation process, the Debtors estimated how the proceeds would be distributed following a Final Reconciliation. Indeed, the Debtors developed low and high estimates. Likewise, the Agent prepared its estimates.

24. The relevant issues in the context of the GOB Sales were as follows: (1) whether there should be adjustments to the Cost Value of certain Merchandise sold, (2) whether reductions to the Guaranty Percentage were warranted due to inventory levels, and (3) the total amount of Expenses incurred by the Agent during the GOB Sales. Without an agreement on these issues,

the parties could not complete a Final Reconciliation and could have been forced to litigate these and related issues.

**C. The Agent's Position.**

25. The Agent had two primary contentions, both of which directly impacted the Guaranty Percentage and thereby the proceeds from the GOB Sales that would be distributed to the Debtors and the Agent.

26. First, the Agent contended that the Debtors breached the representation relating to the Cost Factor in section 12.1(m) of the Agency Agreement. The Cost Factor is calculated as the ratio of the Cost Value of the Merchandise to its Retail Price, both as calculated under the Agency Agreement.

27. Second, with respect to certain categories of Merchandise, including display, open box, and clearance items, the Agent had four primary allegations. First, the Agent alleged that the Retail Price of such items was less than the price reflected in the Cost File. Second, the Agent alleged that certain items of Merchandise were priced differently on the shelf and in the Cost File. Third, the Agent alleged

that the Retail Price for certain items was actually below the Debtors' cost. Fourth, and finally, the Agent believed that the Debtors' inventory levels were below the minimum inventory threshold pursuant to section 12.1(1) of the Agency Agreement.

28. Based on the foregoing, the Agent concluded that the Cost Factor was higher than represented and the Cost Value of the Merchandise was lower than the Merchandise Threshold. As a result, the Agent contended that it was entitled to an adjustment of the Guaranty Percentage as provided for on Exhibits 12.1(m) and 3.1(c) to the Agency Agreement.

29. Notwithstanding these general contentions and the fact that the Expenses had not been agreed upon, the Agent was interested in an expeditious and non-adversarial resolution of the disputes. Thus, the Agent proposed a settlement amount, which provided for an aggregate payment of all amounts due under the Agency Agreement, other than Expenses (to be separately reimbursed). The settlement was conditioned upon prompt approval thereof and prompt return of the Agent Letter

of Credit, and was in lieu of completing a Final Reconciliation.

**D. The Debtors' Position.**

30. Although the Debtors acknowledged that certain adjustments to the Guaranty Percentage were warranted, the Debtors disagreed with certain aspects of the Agent's contentions. But, the parties had not completed a Final Reconciliation. Thus, the Debtors could not reach final conclusions regarding adjustments or conclusively evaluate the maximum amount the Agent could be entitled to if the Final Reconciliation was completed.

31. That said, the Debtors evaluated the Agent's proposed settlement in light of the estimates they created, which were based on anticipated adjustments and other legal and factual considerations.

32. The evaluation focused on three primary categories of amounts contemplated to be paid or reimbursed from Proceeds under the Agency Agreement. The categories related to (1) Expenses, (2) Merchant Consignment Goods, FF&E and Layaway Inventory, and (3) the Agent's Fee and proceeds from sharing.

33. First, after considering legal and factual support for their estimates, the Debtors determined that the proposed Expenses of the GOB Sales were within the estimated range of Expenses the Debtors and their advisors had calculated and consistent with Agent's proposal.

34. Second, after considering legal and factual support for their estimates, the Debtors determined that the fees associated with Merchant Consignment Goods, FF&E and Layaway Inventory were also within the estimated range the Debtors and their advisors had calculated.

35. Third, after considering legal and factual support for their estimates, the Debtors determined that the amount payable to the Agent, as a sum of the Agent's Fee and the amounts the Agent would be entitled to as a result of sharing provisions of the Agency Agreement, was well within the estimated range the Debtors and their advisors had calculated. Indeed, the Debtors determined that such amount was near the low end of the range.

36. In addition, before entering into negotiations with the Agent, the Debtors' advisors consulted with the Creditors' Committee's advisors regarding a proposed settlement. In order for the Creditors' Committee's advisors to advise the Committee regarding the proposed settlement, the Debtors shared information, including their estimates and certain legal analysis, regarding the Debtors decision to support a settlement. Upon information and belief, the Creditors' Committee's advisors reviewed that information and analysis and also did its own legal and other analysis regarding the proposed settlement before confirming its support for the Debtors proceeding with the settlement.

37. Accordingly, the Debtors and the Creditors' Committee negotiated a short letter agreement with the Agent to memorialize the parties' agreement.

**E. Terms of the Letter Agreement.**

38. Subject to Bankruptcy Court approval, the Debtors and the Agent have entered into the Letter Agreement. Specifically, the Letter Agreement provides for a settlement of the parties' claims for fee and proceeds-sharing amounts payable to the Agent that are

well within the estimated ranges prepared by the Debtors and their advisors and the analysis conducted by the Creditors' Committee's advisors.

#### **APPLICABLE AUTHORITY**

39. The Letter Agreement represents a fair and reasonable compromise and settlement of disputed issues and claims among the Debtors and the Agent. Bankruptcy Rule 9019 provides that the Court "may approve a compromise or settlement." Fed. R. Bankr. P. 9019.

40. Compromises are tools for expediting the administration of the case and reducing administrative costs and are favored in bankruptcy. See In re Bond, 1994 U.S. App. Lexis 1282, \*9-\*14 (4th Cir. 1994) ("To minimize litigation and expedite the administration of a bankruptcy estate, 'compromises are favored in bankruptcy'."); Fogel v. Zell, 221 F.3d 955, 960 (7th Cir. 2000); In re Martin, 91 F.3d 389, 393 (3d Cir. 1996). Various courts have endorsed the use of Bankruptcy Rule 9019. See, e.g., Bartel v. Bar Harbour Airways, Inc., 196 B.R. 268 (S.D.N.Y. 1996).



41. The standards by which a Court should evaluate a settlement are well established. In addition to considering the proposed terms of the settlement, the Court should consider the following factors:

- (a) the probability of success in litigation;
- (b) the difficulty in collecting any judgment that may be obtained;
- (c) the complexity of the litigation involved, and the expense inconvenience and delay necessarily attendant to it; and
- (d) the interest of creditors and stockholders and a proper deference to their reasonable views of the settlement.

See Protective Comm. for Indep. Stockholders of TMT Trailer Ferry, Inc. v. Anderson, 390 U.S. 414, 424-245 (1968); In re Frye, 216 B.R. 166, 174 (E.D. Va. 1997); United States ex. Rel. Rahman v. Oncology Assoc., P.C., 269 B.R. 139, 152 (D. Md. 2001).

42. The decision to approve a settlement or compromise is within the discretion of the Court and is warranted where the settlement is found to be reasonable and fair in light of the particular circumstances of the case. See TMT Trailer Ferry, 390 U.S. at 424-25. The settlement need not be the best that the debtor could

have achieved, but need only fall "within the reasonable range of litigation possibilities." In re Telesphere Communications, Inc., 179 B.R. 544, 553 (Bankr. N.D. Ill. 1994). In making its determination, a court should not substitute its own judgment for that of the debtor and should defer to the debtor so long as there is a reasonable business justification. See In re Martin, 91 F.3d at 395; In re Jasmine, Ltd., 258 B.R. 119, 123 (D.N.J. 2000). The court should exercise its discretion "in light of the general public policy favoring settlements." In re Hibbard Brown & Co., Inc., 217 B.R. 41, 46 (Bankr. S.D.N.Y. 1998); Nellis v. Shugrue, 165 B.R. 115, 23 (S.D.N.Y. 1994) ("the general rule [is] that settlements are favored and, in fact, encouraged by the approval process outlined above").

43. Here, approval of the Letter Agreement is warranted. The Letter Agreement will enable the Debtors to beneficially resolve the parties' dispute without litigation. The Letter Agreement avoids the cost, delay and uncertainty of litigation over disputed issues that arose between the Debtors and the Agent in conjunction with the Agency Agreement. Indeed, a resolution at this

stage of the process will allow the Debtors to avoid the costs and expenses associated with completing the Final Reconciliation. Moreover, the Letter Agreement resolves all issues relating to amounts allegedly due to the Agent at amounts well within estimated ranges prepared by the Debtors and their advisors and, upon information and belief, is consistent with the analysis performed by the Creditors' Committee's advisors.

44. Based on the foregoing, the Debtors submit that the proposed agreement between the Debtors and the Agent, as set forth in the Letter Agreement, is beneficial to their estates and their creditors and that the Court should authorize the Debtors to enter into the Letter Agreement. The Letter Agreement represents a compromise that is fair and equitable, falls well within the range of reasonableness and satisfies the standards for approval under applicable law.

45. Accordingly, for the reasons detailed herein, approval of the Letter Agreement is warranted under Bankruptcy Rule 9019.

46. Additionally, under Bankruptcy Code section 363, a bankruptcy court is empowered to

authorize a chapter 11 debtor to expend funds in the bankruptcy court's discretion outside the ordinary course of business. See 11 U.S.C. § 363. In order to obtain approval for the use of estate assets outside the ordinary course of business, the debtor must articulate a valid business justification for the requested use. See In re Ionosphere Clubs, Inc., 98 B.R. 174, 176 (Bankr. S.D.N.Y. 1985).

47. Approval of the Letter Agreement is appropriate in order to ensure an expedient and orderly liquidation of the Debtors' assets for the benefit of the Debtors' estates and all of their stakeholders. Thus, there is a more than sufficient business justification for entry into the Letter Agreement, even if such payment were deemed to be outside the ordinary course of business. See id. at 175

48. Finally, Bankruptcy Code section 105 provides in pertinent part that "[t]he court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title." 11 U.S.C. § 105(a). As noted above, approval of the relief requested herein furthers the Debtors' efforts to

minimize the risk of litigation and to resolve claims in a manner that benefits the Debtors and is fair and equitable to other parties in interest. Accordingly, granting the relief requested herein is justified under Bankruptcy Code section 105.

49. For all of the foregoing reasons, the relief requested herein should be granted.

#### **NOTICE**

50. The Debtors propose to serve this Motion upon: (i) the Office of the United States Trustee for the Eastern District of Virginia; (ii) counsel to the agent for the DIP Lenders; (iii) counsel to Creditors' Committee; (iv) parties who have requested notice pursuant to Bankruptcy Rule 2002; and (v) the Core Group (as defined in the Case Management Order entered on November 13, 2008 at Docket No. 130). The Debtors submit that, under the circumstances, no other or further notice of the Motion is required.

#### **WAIVER OF MEMORANDUM OF LAW**

51. Pursuant to Local Bankruptcy Rule 9013-1(G), and because there are no novel issues of law presented in the Motion and all applicable authority is

set forth in the Motion, the Debtors request that the requirement that all motions be accompanied by a separate memorandum of law be waived.

**NO PRIOR REQUEST**

52. No previous request for the relief sought herein has been made to this Court or any other court.

**CONCLUSION**

WHEREFORE, the Debtors respectfully request that the Court approve the Letter Agreement and grant the relief requested in the Motion and such other and further relief as may be just and proper.

Dated: March 26, 2009  
Richmond, Virginia

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Counsel for Debtors and Debtors  
in Possession

**EXHIBIT A**

(Letter Agreement)

**[FILED UNDER SEAL]**



**EXHIBIT B**

**(Agency Agreement)**

## AGENCY AGREEMENT

This Agency Agreement (the "Agreement") is made as of this 15th day of January, 2009 by and between Great American Group WF, LLC, Hudson Capital Partners, LLC, SB Capital Group, LLC, and Tiger Capital Group, LLC (collectively, the "Agent") and Circuit City Stores, Inc., a Virginia corporation ("CCI"), Circuit City Stores West Coast, Inc., a California corporation, and CCI's other direct and indirect subsidiaries (collectively, "Merchant") that are debtors in possession in chapter 11 bankruptcy cases jointly administered under Case No. 08-35653 (KRH) (E.D. Va.) (collectively, the "Chapter 11 Cases") and with a principal place of business at 9950 Mayland Drive, Richmond, Virginia 23233.

## RECITALS

WHEREAS, Merchant desires that Agent act as Merchant's exclusive agent for the purpose of conducting a sale (the "Sale") of all of the Merchandise (as hereinafter defined) located in 567 retail store locations ("Stores") and distribution centers set forth on Exhibit 1 (each a "Closing Location," and collectively the "Closing Locations").

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Agent and Merchant hereby agree as follows:

Section 1. Defined Terms. The terms set forth below are defined in the Sections referenced of this Agreement:

<u>Defined Term</u>	<u>Section Reference</u>
Additional Stores	Section 21
Agency Account	Section 7.2(a)
Agency Documents	Section 12.1(b)
Agent	Preamble
Agent Claim	Section 13.5
Agent Letter of Credit	Section 3.3(b)
Agent's Fee	Section 3.2
Agent Indemnified Parties	Section 14.1
Agreement	Preamble
Approval Order	Section 2.1
Benefits Cap	Section 4.1(b)
Central Service Expenses	Section 4.1
Chapter 11 Cases	Preamble
Closing Locations	Recitals
Cost File	Section 5.3(a)
Cost Value	Section 5.3(a)
Defective Merchandise	Section 5.1(b)
Designated Merchant	Section 7.2(b)

GAG January 15, 2009

<u>Defined Term</u>	<u>Section Reference</u>
Accounts	
Discount	Section 5.3
Display Merchandise	Section 5.1
Estimated Guarantee Amount	Section 3.3(a)
Events of Default	Section 15
Excluded Defective Merchandise	Section 5.1
Excluded Goods	Section 5.1
Expenses	Section 4.1
FF&E	Section 5.1(b)
Final Reconciliation	Section 3.5(b)
Gross Rings	Section 3.4
Guaranteed Amount	Section 3.1(a)
Guaranty Percentage	Section 3.1(a)
Layaway Inventory	Section 9.3(c)
Lender Agent	Bank of America, N.A., in its capacity as agent under Merchant's existing credit facility
Merchandise	Section 5.1(a)
Merchant	Preamble
Merchant Consignment Goods	Section 5.2(a)
Occupancy Expenses	Section 4.1
Payment Date	Section 3.3(c)
Permitted Installation Services	Section 8.2
Pricing Adjustment	Section 5.3(b)
Proceeds	Section 7.1
Retail Price	Section 5.3
Recovery Amount	Section 3.1(b)
Refund	Section 9.8
Remaining Merchandise	Section 3.2
Reserve Inventory	Section 9.2(c)
Reserve & Layaway Inventory	Section 9.2(c)
Retained Employee	Section 10.1
Retainer	Section 3.3(b)
Retention Bonus	Section 10.4
Sale	Recitals
Sale Commencement Date	Section 6.1
Sale Guidelines	Section 9.1
Sale Term	Section 6.1
Sale Termination Date	Section 6.1
Sales Taxes	Section 9.4
Supplies	Section 9.5
Vacation Benefits	Section 4.1
WARN Act	Section 10.1
Weekly Sale Reconciliation	Section 3.5(a)

Section 2. Appointment of Agent.

2.1 Appointment of Agent. Merchant hereby irrevocably appoints Agent, and Agent hereby agrees to serve as Merchant's exclusive agent for the limited purpose of conducting the Sale and, to the extent designated by Merchant, disposing of Merchant's owned FF&E, in accordance with the terms and conditions of this Agreement.

2.2 Bankruptcy Court Approval. Merchant's and Agent's obligations hereunder are subject to approval of the Bankruptcy Court and shall be of no force and effect in the event that it is not so approved. As soon as practicable after Merchant's execution of this Agreement, Merchant shall apply to the Bankruptcy Court for an order approving this Agreement in its entirety in form and substance provided by Agent, which order shall be reasonably satisfactory to Merchant (the "Approval Order").

Section 3. Guaranteed Amount and Other Payments.

3.1 Payments to Merchant.

(a) As a guaranty of Agent's performance hereunder, Agent guarantees to Merchant that the Proceeds of the Sale shall equal or exceed seventy and one half percent (70.5%) (the "Guaranty Percentage") of the aggregate Cost Value of the Merchandise included in the Sale (the "Guaranteed Amount") plus an amount sufficient to pay all Expenses.

(b) To the extent that Proceeds exceed the sum of (x) the Guaranteed Amount, (y) Expenses of the Sale, and (z) one percent (1.0%) of the aggregate Cost Value of the Merchandise (the "Agent's Fee") (the sum of (x), (y) and (z), the "Initial Sharing Threshold"), then Proceeds of the Sale above the Initial Sharing Threshold shall be shared seventy percent (70%) to Merchant and thirty percent (30%) to Agent until Agent has received an aggregate amount (including the Agent's Fee and its 30% sharing) equal to three percent (3%) of the aggregate Cost Value of the Merchandise (the "Additional Sharing Threshold" and collectively with the "Initial Sharing Threshold", the "Sharing Thresholds"), and then all remaining Proceeds of the Sale above the Additional Sharing Threshold shall be shared ninety percent (90%) to Merchant and ten percent (10%) to Agent. All amounts, if any, to be received by the Merchant from Proceeds in excess of the Sharing Thresholds shall be referred to as the "Recovery Amount." The Agent shall pay to the Merchant the Guaranteed Amount, the Recovery Amount, if any, in the manner and at the times specified in Section 3.3 below. The Guaranteed Amount and the Recovery Amount will be calculated based upon the aggregate Cost Value of the Merchandise as determined by the amount of Gross Rings, as adjusted for shrinkage per this Agreement.

3.2 Payments to Agent.

(a) The Agent shall receive as its compensation for services rendered to the Merchant, the Agent's Fee, plus all remaining Proceeds of the Sale after

payment of the Guaranteed Amount, Expenses of the Sale, the Recovery Amount, if any, and all other amounts payable to the Merchant from Proceeds hereunder.

(b) Subject to Merchant's rights with respect to the Recovery Amount, all Merchandise remaining, if any, at the Sale Termination Date (the "Remaining Merchandise") shall become the property of Agent, free and clear of all liens, claims and encumbrances, provided, however, that Agent shall use its best efforts to sell all of the Merchandise during the Sale. Any proceeds received from the sale of any Remaining Merchandise shall be deemed Proceeds under this Agreement.

### 3.3 Time of Payments.

(a) During each week's reconciliation as provided for in section 3.5 during the Sale Term, all Proceeds of the Sale shall be deposited into the Designated Merchant Accounts. Proceeds shall be disbursed, on a weekly basis, as follows: (i) first, to Merchant, to reimburse Merchant for Expenses paid by Merchant during the previous week, (ii) second, to Agent, to reimburse Agent for Expenses paid by Agent during the previous week, (iii) third, to Merchant, until the Guaranteed Amount is paid in full, (iv) fourth, to Agent, until the Agent's Fee is paid in full, (v) fifth, to Merchant, in payment of the Recovery Amount, and (vi) sixth, to Agent, the remainder. All amounts shall be deposited in Designated Merchant Accounts or such other accounts as designated by Lender Agent.

(b) No later than two (2) business days after entry of the Approval Order (the "Payment Date"), and to secure payment of the unpaid portion of the Guaranteed Amount and Expenses from Agent to Merchant hereunder, Agent shall deliver to Merchant an irrevocable standby letter of credit, naming Lender Agent as beneficiary, substantially in the form of Exhibit 3.3(b) attached hereto, in the original face amount equal to the \$100 million (the "Agent Letter of Credit"). Agent shall use its best efforts to cause the Agent Letter of Credit to be delivered no later than the Payment Date. In the event that Agent shall fail to pay to Merchant, any amount required to be paid hereunder, Lender Agent shall be entitled to draw on the Agent Letter of Credit to fund such amount following five (5) days' written notice to Agent of the Merchant's intention to do so. The Agent Letter of Credit shall expire no less than sixty days after Sale Termination; provided however; Merchant and Agent agree that after payment of the unpaid portion of the Guaranteed Amount pursuant to Section 3.3(a) the face amount of the Agent Letter of Credit shall be reduced in an amount(s) to be agreed upon by Merchant and Agent, but in any event not less than the sum of any and all amounts then due or to be due and payable from Agent under this Agreement. Unless the parties shall have mutually agreed that they have completed the Final Reconciliation under this Agreement, then, at least thirty (30) days prior to the initial or any subsequent expiry date, Merchant shall receive an amendment to the Agent Letter of Credit solely extending (or further extending, as the case may be) the expiry date by at least sixty (60) days. If Merchant does not receive such amendment to the Agent Letter of Credit no later than thirty (30) days before the expiry date, then all amounts hereunder shall become immediately due and payable and Lender Agent shall be permitted to draw under the

Agent Letter of Credit and Merchant shall hold the amount drawn under the Agent Letter of Credit as security for amounts that may become due and payable to Merchant hereunder.

(c) Merchant agrees that if at any time during the Sale Term Merchant holds any amounts due to Agent as Proceeds hereunder, Agent may, in its discretion, after 5 business days notice to Merchant and Lender Agent, offset such Proceeds being held by Merchant against any amounts due and owing to Merchant pursuant to this Section 3.3 or otherwise under this Agreement. In addition, Merchant and Agent further agree that if at any time during the Sale Term, Agent holds any amounts due to Merchant under this Agreement, Agent may, in its discretion, after 5 business days notice to Merchant and Lender Agent, offset such amounts being held by it against any amounts due and owing by, or required to be paid by, Merchant hereunder.

3.4 Gross Rings. During the Sale Term, Agent and Merchant shall keep a strict count of register receipts and reports to determine the actual Cost Value of the Merchandise sold by SKU. All such records and reports shall be made available to Agent and Merchant during regular business hours upon reasonable notice. Agent shall pay that portion of the Guaranteed Amount calculated on the Gross Rings basis, to account for shrinkage, on the basis of 102% of the aggregate Cost Value of Merchandise sold during the Sale Term.

### 3.5 Reconciliation

(a) On each Thursday during the Sale Term, commencing on the second Thursday after the Sale Commencement Date, Agent and Merchant shall cooperate to jointly prepare a reconciliation of the weekly Proceeds of the Sale, Expenses and any other Sale related items that either party may reasonably request (the "Weekly Sale Reconciliation").

(b) Within thirty (30) days after the Sale Termination Date, Agent and Merchant shall jointly prepare a final reconciliation of the Sale, including, without limitation, a summary of Proceeds, Expenses, and any other accounting required hereunder (the "Final Reconciliation") and deliver the same to each other. Within five (5) days of completion of the Final Reconciliation, Agent shall pay to Merchant, or Merchant shall pay to Agent, as the case may be, any and all amounts due the other pursuant to the Final Reconciliation. During the Sale Term, and until all of Agent's obligations under this Agreement have been satisfied, Merchant and Agent shall have reasonable access to Merchant's and Agent's records with respect to Proceeds and Expenses to review and audit such records.

(c) In the event that there is a dispute with respect to the Final Reconciliation, such dispute shall be promptly (and in no event later than the third business day following the request by either Merchant or Agent) submitted to the Bankruptcy Court for a determination. Merchant and Agent hereby agree to submit to the jurisdiction of the Bankruptcy Court for such determination.

Section 4. Sale Expenses.

4.1 Expenses. Agent shall unconditionally be responsible for all Expenses incurred in conducting the Sale. As used herein, "Expenses" shall mean Store-level operating expenses of the Sale which arise during the Sale Term (except in the case of (c), (d) and (m) below, which may arise prior to the Sale Commencement Date) at the Closing Locations limited to the following:

- (a) all payroll (including SPIFS) for Retained Employees for actual days/hours worked in the conduct of the Sale and third party payroll processing fees;
- (b) amounts payable including FICA, unemployment taxes, worker's compensation, healthcare insurance benefits, and paid time-off benefits that accrue during the Sale for Retained Employees in an amount not to exceed 19.8% of base payroll for each Retained Employee (the "Benefits Cap");
- (c) on-site supervision of the Stores, including base fees and bonuses of Agent's field personnel, actual costs of temporary employees retained by Agent through third-party agencies during the Sale Term, travel to and from the Stores and incidental out-of-pocket and commercially reasonable travel expenses relating thereto (including reasonable and documented corporate travel to monitor and manage the Sale)
- (d) advertising and signage expenses (at Merchant's contract rates, if available);
- (e) local, leased line, satellite broadband connections and long distance telephone (including network connection charges such as T-1 lines) expenses incurred in the conduct of the Sale and not reflected in 4.1(l);
- (f) credit card, Telecheck and bank card fees, chargebacks, discounts, bad debt expense, check guarantee fees and any other bank charges relating to store operations;
- (g) costs of all security services, including, without limitation, security systems, courier and guard

- service, building alarm service, alarm services maintenance and armored car expenses;
- (h) store cash theft and other store cash shortfalls in the registers;
  - (i) a pro-rata portion of Merchant's property, casualty, general liability and/or other insurance premiums attributable to the Merchandise, which are not reflected in 4.1(l), and the incremental cost of Agent's insurance necessary to fulfill Agent's obligations as set forth in Section 12 herein;
  - (j) costs of transfers of Merchandise initiated by Agent between the Stores during the Sale Term, including freight and delivery costs;
  - (k) Retention Bonuses as described in Section 10.4 below;
  - (l) actual Occupancy Expenses for the Stores on a per location and per diem basis in an amount equal to the per Store per diem amount set forth on Exhibit 4.1 hereto;
  - (m) Agent's actual cost of capital, reasonable attorney's fees, letter of credit fees, insurance costs and other transaction costs;
  - (n) additional Supplies;
  - (o) the actual cost of delivering Merchandise to customers minus any reimbursement from customers, which reimbursement shall not constitute Proceeds hereunder;
  - (p) the actual cost of installing Merchandise for customers minus any reimbursement from customers, which reimbursement shall not constitute Proceeds hereunder;
  - (q) Central Services Expenses of \$10,000 per week during the Sale Term;
  - (r) postage, courier and overnight mail charges to and from or among the Closing Locations and central office to the extent relating to the Sale;



- (t) housekeeping, cleaning services and snow and trash removal; and

There will be no double payment of Expenses to the extent Expenses appear or are contained in more than one Expense category. Notwithstanding anything herein to the contrary, to the extent that an Expense listed in Section 4.1 is also included on Exhibit 4.1, then Exhibit 4.1 shall control and such Expense shall not be double counted.

As used herein, the following terms have the following respective meanings:

“Central Service Expenses” means costs and expenses for Merchant’s central administrative services necessary for the Sale, including, but not limited to, MIS services, payroll processing, cash reconciliation, inventory processing and handling, and data processing and reporting.

“Excluded Benefits” means, with respect to each Retained Employee, (i) the following benefits arising or accruing prior to the Sale Commencement Date: (v) vacation days or vacation pay, (w) sick days or sick leave or any other form of paid time off, (x) maternity leave or other leaves of absence, termination or severance pay, and (y) ERISA coverage and similar contributions and/or (ii) any benefits in excess of the Benefits Cap, including any payments due under the Worker Adjustment Retraining Notification Act (“WARN Act”).

“Occupancy Expenses” means actual base rent, percentage rent, HVAC, utilities, CAM, storage costs, real estate and use taxes, merchant’s association dues and expenses, personal property leases (including, without limitation, point of sale equipment), cash register maintenance, building maintenance, rental for furniture, fixtures and other equipment, and building insurance relating to the Closing Locations limited on a per diem, per Closing Location basis and limited to those amounts and categories as described on Exhibit 4.1 attached hereto.

“Expenses” shall not include: (i) Excluded Benefits; (ii) expenses associated with any of Merchant’s distribution centers; (iii) any Occupancy Expenses in excess of the amounts set forth on Exhibit 4.1; (iv) costs of transferring Merchandise from Merchant’s distribution centers to the Stores, and (v) any other costs, expenses, or liabilities arising during the Sale Term in connection with the Sale, other than the Expenses listed above, all of which shall be paid by Merchant promptly when due during the Sale Term.

4.2 Payment of Expenses. All Expenses incurred during each week of the Sale (i.e., Sunday through Saturday) shall be paid by Agent to or on behalf of Merchant immediately following the weekly Sale reconciliation by Merchant and Agent pursuant to Sections 3.3 and 3.5, based upon invoices and other documentation reasonably satisfactory to Agent.

4.3 The Agent shall be unconditionally responsible for the payment of all Expenses whether or not there are sufficient Proceeds collected to pay such Expenses after the payment of the Guaranteed Amount.

Section 5. Merchandise.

5.1 Merchandise Subject to this Agreement.

(a) For purposes of this Agreement, “Merchandise” shall mean: all finished goods inventory that is owned by Merchant and located at the Closing Locations as of the Sale Commencement Date, including, Display Merchandise, and Defective Merchandise, and all On Order Merchandise. For the avoidance of doubt, Merchandise shall include all Panasonic consignment goods on display in a Closing Location.

(b) Notwithstanding the foregoing, “Merchandise” shall not include: (1) goods which belong to sublessees, licensees or concessionaires of Merchant; (2) furnishings, trade fixtures, equipment and improvements to real property that are located in the Closing Locations (collectively, “FF&E”); (3) Return to Vendor (RTV)/to be serviced or repaired merchandise; (4) merchandise subject to Manufacturer’s recall; (5) Bose branded merchandise; (6) Reserve & Layaway Inventory; (7) Department #111 Direct TV Receivers, Department #118 Seating and Department 505 installation software; (8) gift cards and saving cards; (9) Excluded Defective Merchandise; (10) other goods held by Merchant on memo, on consignment (other than Panasonic consignment goods on display in a Closing Location but including closed-box Panasonic consignment goods), or as bailee; and (11) Product Return Center merchandise ((1) though (11), collectively, “Excluded Goods”). As used in this Agreement the following terms have the respective meanings set forth below:

“Display Merchandise” means those items of inventory used in the ordinary course of business as displays or floor models, including inventory that has been removed from its original packaging for the purpose of putting such item on display, but not customarily sold or saleable by the Merchant.

“Excluded Defective Merchandise” means any item of merchandise that is dented, worn, shopworn, scratched, broken, faded mismatched, damaged, defective, refurbished, incomplete, out of box, mismatched, scratched, discolored, returned, missing power cords or other included components, repaired or suffering from other damages or merchandise affected by other similar defects rendering it otherwise not reasonably suitable or reasonably saleable for its intended purpose.

“Defective Merchandise” means any item of merchandise that is dented, worn, scratched, broken, faded, mismatched, or merchandise affected by other similar defects rendering it not first quality, but which is reasonably saleable by Agent for its intended purpose during the Sale Term. Defective Merchandise does not include Display Merchandise.

“On Order Merchandise” means goods to be received at the Closing Locations in the ordinary course from Merchant’s vendors on or after the Sale Commencement Date, not to exceed \$75 million at Cost Value, which goods shall be

delivered to the Stores by Merchant at Merchant's cost but at Agent's direction no later February 6, 2009.

"Distribution Center Merchandise" means those items of inventory currently located at Merchant's Distribution Centers. Such goods shall be delivered by Merchant at Merchant's cost but at Agent's direction to the Stores no later than fourteen days after Agent provides written notice to Merchant of Agent's desired allocation of such Distribution Center Merchandise (the "Distribution Center Merchandise Receipt Deadline").

## 5.2 Sale of Excluded Goods.

(a) Merchant shall retain all responsibility for Excluded Goods. If the Merchant elects, Agent shall accept all or a portion of Excluded Goods, as directed by Merchant, for sale as "Merchant Consignment Goods" at prices established by the Agent, except in the case of prices for Reserve & Layaway Inventory, which shall be established by Merchant. Agent shall retain 20% of the receipts for all sales of Merchant Consignment Goods, and the Merchant shall receive 80% of the receipts in respect of such sales; provided, however, that, notwithstanding anything to the contrary herein, Merchant shall receive 80% of the receipts for all sales of closed-box Panasonic consignment goods. Agent shall receive its share of the receipts of sales of Merchant Consignment Goods on a weekly basis, immediately following the weekly Sale reconciliation by Merchant and Agent pursuant to Section 3.5. Except as expressly provided in this Section 5.2, the Agent shall have no cost, expense or responsibility in connection with any goods not included in Merchandise.

(b) Notwithstanding anything to the contrary herein, Agent shall (i) process all Reserve Inventory without compensation and (ii) process all Layaway Inventory with Merchant retaining 90% of the proceeds from the sale of each item of Layaway Inventory and Agent retaining 10% of such proceeds. By no later than January 20, 2009, Merchant agrees to notify all Reserve & Layaway Inventory customers that they must take delivery of all Reserve & Layaway Inventory by no later than January 31, 2009.

## 5.3 Valuation.

(a) For purposes of this Agreement, except as modified below in Section 5.3(b), "Cost Value" shall mean, with respect to each item of Merchandise, the standard cost (determined by applicable merchant accounting unit for such item of Merchandise as reflected in Merchant's master cost files titled (x) "CC – CE Detail All Locations (Includes OH Breakdown)" and (y) "CC-2A Entertainment Detail All Locations") (together, the "Cost File"). Cost is determined by the average cost method and includes the cost of freight from the vendor to the Merchant's distribution centers, or in the case of direct shipments, the cost of freight from the vendor to the Merchant's stores. In the case of import Merchandise, cost includes duties, brokerage fees, drayage, and other associated costs that result in a net landed cost. Also included in the cost of inventory are certain discounts and vendor allowances that are not a reimbursement of

specific, incremental and identifiable costs to promote vendors' products. With respect to some, and in certain instances all, items of Merchandise, cost, as reflected in the Cost File, does not account for or include certain volume discounts, advertising co-op allowances, or other discounts, including, without limitation, cash discounts (each a "Discount"); provided, further, that the Cost Value associated with any such item of Merchandise shall not be adjusted on account of any Discount(s). The Cost Value represents the stock ledger cost, which includes a 5% load to protect inventory margin for internal reporting and is reversed on the general ledger.

(b) For purposes of this Agreement, Retail Price shall mean, with respect to each item of Merchandise, as of the Sale Commencement Date, the lower of (i) the lowest ticketed, shelf marked, or rebate price, and (ii) the lowest register or file price, except for minimum discretionary prices allowed to sales persons. The marked down Retail Price of open box or display Merchandise will not be applied as the lowest Retail Price for other items of the identical SKU. If Merchant and Agent agree that any item is clearly mismarked, then such mismarked price will not be utilized when determining Retail Price and the actual price will prevail. If the Retail Price of an item of Merchandise is less than the Cost Value of such item of Merchandise as determined under section 5.3(a) and (b), the Cost Value of all such items of Merchandise shall be such Retail Price.

(c) Other than Excluded Defective Merchandise, in lieu of any other adjustments to the Cost Value of Merchandise under this Agreement (*e.g.*, adjustments for Defective Merchandise, clearance merchandise, and/or sample merchandise), the aggregate Cost Value of the Merchandise shall be adjusted (*i.e.*, reduced) by means of a single global downward adjustment equal to one percent (1%) of the sum of the aggregate Cost Value of the Merchandise.

(d) Items of On-Order Merchandise received at the Stores after February 6, 2009 and Distribution Center Merchandise received at the Stores after the Distribution Center Merchandise Receipt Deadline will be valued at the applicable Cost Value (determined consistently with Section 5.3(a) and (b) above) for each such item multiplied by the inverse of the prevailing discount on similar items of Merchandise as of the date of receipt in the Stores.

## Section 6. Sale Term.

6.1 Term. The Sale shall commence at the Closing Locations on January 17, 2009 (the "Sale Commencement Date"). Agent shall complete the Sale at the Closing Locations, and shall vacate all of the Closing Location premises on or before March 31, 2009 (the "Sale Termination Date") unless the Sale and the Sale Termination Date are extended by mutual agreement of Agent and Merchant following a commensurate extension of the expiry date of the Agent Letter of Credit, provided that Agent may terminate the Sale at any Closing Location upon ten (10) days' written notice to Merchant. The period for the Sale Commencement Date to the Sale Termination Date shall be referred to herein as the "Sale Term."

6.2 Vacating the Closing Locations. On the Sale Termination Date, Agent shall leave the Closing Locations in “broom clean” condition (ordinary wear and tear excepted). Agent shall vacate the Closing Locations on or before the Sale Termination Date, as provided for herein, at which time Agent shall surrender and deliver the Closing Location premises and Closing Location keys to Merchant. Agent’s obligations to pay all Expenses, including Occupancy Expenses, for each Closing Location shall continue until the Sale Termination Date for each such Closing Location. All assets of Merchant used by Agent in the conduct of the Sale (e.g. FF&E, supplies, etc.) shall be returned by Agent to Merchant or left at the Closing Locations premises at the end of the Sale Term to the extent the same have not been used in the conduct of the Sale or have not been otherwise disposed of through no fault of Agent; provided, however, Agent shall remove all unsold Merchandise at the end of the Sale Term at each of the Closing Locations. Agent shall be responsible for all Occupancy Expenses (irrespective of any per diem cap on Occupancy Expenses) for a Closing Location for which Merchant is or becomes obligated resulting from Agent’s failure to vacate such Closing Location in a timely manner.

Section 7. Sale Proceeds.

7.1 Proceeds. For purposes of this Agreement, “Proceeds” shall mean the aggregate of: (a) the total amount (in U.S. dollars) of all sales of Merchandise made under this Agreement, exclusive of Sales Taxes, and (b) any proceeds of Merchant’s insurance for loss or damage to Merchandise or loss of cash arising from events occurring during the Sale Term.

7.2 Deposit of Proceeds. During the Sale Term, all Proceeds of the Sale (including credit card Proceeds), shall be deposited on a daily basis into Merchant’s existing accounts designated for the designated Closing Locations, but also are segregated and designated solely for the deposit of Proceeds of the Sale (including credit card Proceeds), and the disbursement of amounts payable by Agent hereunder (the “Designated Merchant Accounts”). The provisions of sections 7.1 and 7.2 shall be subject to reasonable agreement with the Lender Agent as to the segregation and operation of such accounts.

7.3 Credit Card Proceeds. Agent shall have the right (but not the obligation) to use Merchant’s credit card facilities (including Merchant’s credit card terminals and processor(s), credit card processor coding, Merchant identification number(s) and existing bank accounts) for credit card Proceeds. Merchant shall process credit card transactions on behalf of Agent, applying customary practices and procedures. Without limiting the foregoing, Merchant shall cooperate with Agent to down-load data from all credit card terminals each day during the Sale Term and to effect settlement with Merchant’s credit card processor(s), and shall take such other actions necessary to process credit card transactions on behalf of Agent under Merchant’s Merchant identification number(s). All credit card Proceeds will constitute the property of Agent and shall be deposited into the Designated Merchant Accounts. Merchant shall not be responsible for and Agent shall pay as an Expense hereunder, all credit card fees,

charges, and chargebacks related to the Sale, whether received during or after the Sale Term.

7.4 Petty Cash. In addition to the Guaranteed Amount, Agent shall purchase all cash in the Stores on and, subject to Agent's count and verification (which shall occur by no later than the first Weekly Reconciliation, shall reimburse Merchant on a dollar for dollar basis therefor.

#### Section 8. Sale of Warranties and Installation Services

8.1 Subject to Merchant's approval, Agent shall be provided the right to sell warranties during the Sale at full retail price. The sale of warranties shall not be included in the calculation of Proceeds; however, profits from the sale of warranties shall be shared. Merchant shall retain or Agent shall remit (if deposited in Agent account) sufficient payment to cover cost of service and related commissions after which payment will be shared 90% to Merchant and 10% to Agent.

8.2 In all Closing Locations, Agent shall have the right to sell (i) home theater installation services, and (ii) car mobile entertainment installation services during the Sale Term ((i)-(ii) collectively, the "Permitted Installation Services"). The sale of all Permitted Installation Services shall be at full Retail Price. The sale of Permitted Installation Services shall not be included in the calculation of Proceeds, however, profits from the sale of Permitted Installation Services shall be shared. All Permitted Installation Services sales shall be discontinued no later than ten (10) days prior to the closing date for such Closing Location and all work required to complete the Permitted Installation Services shall be completed no later than five (5) days prior to the closing date for such Closing Location. Merchant shall retain or Agent shall wire to Merchant (if deposited in Agent's accounts) sufficient funds to cover the cost of the Permitted Installation Services, after which all remaining funds generated from the Permitted Installation Services shall be shared 90% to Merchant and 10% to Agent.

#### Section 9. Conduct of the Sale.

9.1 Rights of Agent. Agent shall be permitted and hereby is authorized to conduct, advertise, post signs and otherwise promote the Sale consistent with the Sale Guidelines. In addition to any other rights granted to Agent hereunder, in conducting the Sale, Agent, in the exercise of its sole discretion, shall have the right, limited only by the Sale Guidelines:

(a) to advertise, post signs, and otherwise promote, including the use of banners, signwalkers, and a-frame signs, the Sale as a "going out of business", "store closing", "sale on everything", "everything must go", or similar themed sale, all in accordance with the Sale Guidelines;

(b) to establish and implement advertising and promotion programs consistent with the Sale themes set forth above;

(c) to establish Closing Location hours which are consistent with the terms of applicable leases;

(d) to use without charge during the Sale Term all FF&E, advertising materials, computer hardware and software, existing supplies located at the Closing Locations, intangible assets (including Merchant's name, logo and tax identification numbers), Closing Location keys, case keys, security codes, and safe and lock combinations required to gain access to and operate the Closing Locations, and any other assets of Merchant located at the Closing Locations (whether owned, leased, or licensed);

(e) to use, subject to Section 4.1(q), Merchant's central office facilities, central administrative services and personnel to process payroll, perform MIS and provide other central office services necessary for the Sale; provided, however, that in the event that Agent expressly requests Merchant to provide services other than those normally provided to the Closing Locations and relating to the sale, Agent shall be responsible for the actual incremental cost of such services as an Expense of the Sale; and

(f) to transfer Merchandise between and among the Closing Locations, the costs of which shall be paid by Agent as an Expense of the Sale.

#### 9.2 Terms of Sales to Customers.

(a) Final/As is Sales. All sales of Merchandise will be "final sales" and "as is", and all advertisements and sales receipts will reflect the same. Agent shall not warrant the Merchandise in any manner, but will, to the extent legally permissible, pass on all manufacturers' warranties and, to the extent purchased, all warranties to customers. All sales will be made only for cash and nationally recognized bank credit cards.

(b) Gift Certificates and Rebates. As directed by Merchant, Agent will accept Merchant's gift certificates, gift cards, and rebates issued by Merchant prior to the Sale Commencement Date, provided that Agent shall be reimbursed by Merchant in connection with the Weekly Sale Reconciliation contemplated under Section 3.5 hereof on a dollar for dollar basis for any such gift certificates, gift cards and rebates honored by Agent. Notwithstanding anything herein to the contrary, Agent shall not be permitted to sell any Merchant or third party gift cards.

(c) Future Delivery Program. Agent will honor (i) special order and other inventory items for which the customer remitted payment in full to Merchant prior to the Sale Commencement Date, but for which the customer has not taken delivery or possession of such item ("Reserve Inventory") and (ii) inventory items for which the customer has not remitted payment in full to Merchant prior to the Sale Commencement Date and, as a result, has not taken delivery or possession of such item ("Layaway Inventory", and together with Reserve Inventory, "Reserve & Layaway Inventory").

9.3 Sales Taxes. During the Sale Term, all sales, excise, gross receipts and other taxes attributable to sales of Merchandise as indicated on Merchant's point of sale equipment (other than taxes on income) payable to any taxing authority having jurisdiction (collectively, "Sales Taxes") shall be added to the sales price of Merchandise and collected by Agent, on Merchant's behalf, and deposited into Merchant's existing accounts, trust accounts or other accounts, as designated by Merchant; provided, further, that to the extent the Merchandise is sold on a tax-exempt basis, *e.g.*, sold on a wholesale basis, Agent shall complete all applicable forms, including, without limitation, resale certificates, and provide all completed forms to Merchant in connection with the Final Reconciliation. Provided that Agent has collected all Sales Taxes during the Sale and remitted the proceeds thereof to Merchant, Merchant shall promptly pay all Sales Taxes and file all applicable reports and documents required by the applicable taxing authorities. Merchant will be given access to the computation of gross receipts for verification of all such Sales Tax collections. If Agent fails to perform its responsibilities in accordance with this Section 9.3, and provided Merchant complies with its obligations in accordance with this Section 9.3, Agent shall indemnify and hold harmless Merchant from and against any and all costs including, but not limited to, reasonable attorneys' fees, assessments, fines or penalties which Merchant sustains or incurs as a result or consequence of the failure by Agent to collect Sales Taxes and/or, to the extent Agent is required hereunder to prepare reports and other documents, the failure by Agent to promptly deliver any and all reports and other documents required to enable Merchant to file any requisite returns with such taxing authorities.

9.4 Tax Consequences. Without limiting the generality of Section 9.3 hereof, it is hereby understood and agreed for all tax purposes that because Agent is conducting the Sale solely as agent for the Merchant, all payments contemplated by and among the parties to this Agreement (including the payment by the Agent of the Guaranteed Amount) do not represent the sale of tangible personal property and, accordingly, are not subject to the Sales Taxes.

9.5 Supplies. Agent shall have the right to use all existing supplies (*e.g.* boxes, bags, twine) located at the Closing Locations at no charge to Agent. In the event that additional supplies are required in any of the Closing Locations during the Sale, Merchant agrees to promptly provide the same to Agent. Supplies have not been since December 1, 2008 and shall not be prior to the Sale Commencement Date, transferred by Merchant to or from the Closing Locations so as to alter the mix or quantity of supplies at the Closing Locations from that existing on such date, other than in the ordinary course of business.

9.6 Returns of Merchandise. Agent is directed to accept all returns of Merchandise sold prior to the Sale Commencement Date at all Closing Stores in accordance with Merchant's return policies in effect on the Sale Commencement Date for fourteen (14) days following the Sale Commencement Date. Any returned merchandise that is saleable as first-quality merchandise shall be included in Merchandise and returned to the sales floor. For purposes of the calculation of the Guaranteed Amount the Merchandise shall be valued at the Cost Value applicable to such item. The aggregate



Cost Value of the Merchandise shall be increased by the Cost Value multiplied by the inverse of the prevailing discount for that particular category at the time of the return of any returned Merchandise included in Merchandise, and the Guaranteed Amount shall be adjusted accordingly. Any increases in payment on account of the Guaranteed Amount as a result of returned Merchandise shall be paid by Agent pursuant to Section 3.3 hereof. Notwithstanding anything to the contrary in applicable return policies, Agent shall not accept returns of merchandise where the customer contemplates repurchasing the same item so as to take advantage of the sale price being offered by Agent.

9.7 Refunds. If required by Merchant's return policies in effect on the Sale Commencement Date, for fourteen (14) days following the Sale Commencement Date, Agent shall reimburse customers for returned merchandise purchased prior to the Sale Commencement Date and returned pursuant to Section 9.6 in the same tender as such item was purchased (the "Refund"). Merchant shall promptly reimburse Agent in cash for any Refunds Agent is required to issue to customers in respect of any returned Merchandise as part of the Weekly Sale Reconciliation. Any returned merchandise not included in Merchandise shall be disposed of by Agent in accordance with instructions received from Merchant or, in the absence of such instructions, returned to Merchant at the end of the Sale Term. Merchant and Agent shall jointly track returns of merchandise for purposes of determining any increase or decrease to the Guaranteed Amount, or any amounts owed by Merchant to Agent as a result of Agent accepting such returns or issuing Refunds.

9.8 Force Majeure. If any casualty or act of God or act of terrorism prevents or substantially inhibits the conduct of business in the ordinary course at any Closing Location, then such Closing Location and the remaining Merchandise located at such Closing Location shall be eliminated from the Sale and considered to be deleted from this Agreement as of the date of such event, and Agent and Merchant shall have no further rights or obligations hereunder with respect thereto; provided, however, that (i) the proceeds of any insurance attributable to such Merchandise or business interruption shall constitute Proceeds hereunder, and (ii) the Guaranteed Amount shall be reduced to account for any Merchandise eliminated from the Sale that is not the subject of insurance proceeds.

#### Section 10. Employee Matters.

10.1 Merchant's Employees. Agent may use Merchant's employees in the conduct of the Sale to the extent Agent in its sole discretion deems expedient, and Agent may select and schedule the number and type of Merchant's employees required for the Sale. Agent shall identify any such employees to be used in connection with the Sale (each such employee, a "Retained Employee") prior to the Sale Commencement Date. Retained Employees shall at all times remain employees of Merchant, and shall not be considered or deemed to be employees of Agent. Merchant and Agent agree that nothing contained in this Agreement and none of Agent's actions taken in respect of the Sale shall be deemed to constitute an assumption by Agent of any of Merchant's obligations relating to any of Merchant's employees including, without limitation,

payroll, benefits, Worker Adjustment Retraining Notification Act (“WARN Act”) claims and other termination type claims and obligations, or any other amounts required to be paid by statute or law; nor shall Agent become liable under any collective bargaining or employment agreement or be deemed a joint or successor employer with respect to such employees; provided, however, that nothing herein shall affect Agent's obligations to pay the Expenses of the Sale. Merchant shall not, without Agent's prior written consent, raise the salary or wages or increase the benefits for, or pay any bonuses or make any other extraordinary payments to, any of its employees in anticipation of the Sale or prior to the Sale Termination Date. Merchant has not terminated and shall not during the Sale Term terminate any employee benefits or benefit programs.

10.2 Termination of Employees. Agent may in its discretion stop using any Retained Employee at any time during the Sale. In the event that Agent determines to stop using any Retained Employee, Agent will notify Merchant at least seven (7) days prior thereto, except for termination “for cause” (such as dishonesty, fraud or breach of employee duties), in which event no prior notice to Merchant shall be required, provided Agent shall notify Merchant as soon as practicable after such event. From and after [ ], 2009, and until the Sale Termination Date, Merchant shall not transfer or dismiss employees of the Closing Locations except “for cause” without Agent's prior consent.

10.3 Payroll Matters. During the Sale Term, Merchant shall process and pay the base payroll and all related payroll taxes, worker's compensation and benefits for all Retained Employees, and any additional hires (including temporary hires), in accordance with its usual and customary procedures. Agent's own employees, independent contractors and temporary employees retained by Agent through third party agencies will not be deemed Retained Employees at any time during the Sale. Notwithstanding anything in this Agreement to the contrary, to the extent the Proceeds are insufficient, Agent shall fund, in advance, all payroll and related expenses for Retained Employees at least two (2) business days prior to the date that such payments are due by the Merchant.

10.4 Employee Retention Bonuses. Agent shall have the right to elect to pay, as an Expense, retention bonuses (each a “Retention Bonus”) (which bonuses shall be inclusive of payroll taxes but as to which no benefits shall be payable), up to a maximum of 10% of base payroll, to certain non-“insider” (as defined in title 11, United States Code) Retained Employees who do not voluntarily leave employment and are not terminated “for cause”. Subject only to limitation of 10% of base payroll, the actual amount to be paid to each such Retained Employee shall be in an amount to be determined by Agent, and shall be payable within thirty (30) days after the Sale Termination Date, and shall be processed through Merchant's payroll system. Agent shall provide Merchant with a copy of Agent's Retention Bonus plan within two (2) business days after the Sale Commencement Date.

Section 11. Conditions Precedent. The willingness of Agent and Merchant to enter into the transactions contemplated under this Agreement are directly conditioned

upon the satisfaction of the following conditions at the time or during the time periods indicated, unless specifically waived in writing by the applicable party:

(a) All representations and warranties of Merchant and Agent hereunder shall be true and correct in all material respects and no Event of Default (as defined herein) shall have occurred at and as of the date hereof and as of the Sale Commencement Date.

(b) Merchant shall have provided Agent reasonable access to all pricing and cost files, and all other documents relative to the price, mix and quantities of inventory located at the Closing Locations.

(c) Merchant shall have obtained the Approval Order on or before January 16, 2009, and the Approval Order shall not have been stayed nor shall an application for a stay of the Approval Order be pending.

Section 12. Representations and Warranties.

12.1 Merchant's Representations, Warranties Covenant, and Agreements. Merchant hereby represents, warrants, covenants, and agrees in favor of Agent as follows:

(a) Merchant: (i) is a entity duly organized, validly existing and in good standing under the laws of the state of its organization stated above; (ii) has all requisite power and authority to own, lease and operate its assets and properties and to carry on its business as presently conducted; and (iii) is and during the Sale Term will continue to be duly authorized to do business and in good standing in each jurisdiction where the nature of its business or properties requires such qualification, including the jurisdiction in which the Closing Locations are located.

(b) Subject to Bankruptcy Court approval, Merchant has the right, power and authority to execute and deliver this Agreement and each other document and agreement contemplated hereby (collectively, together with this Agreement, the "Agency Documents") and to perform fully its obligations thereunder. Merchant has taken all necessary actions required to authorize the execution, delivery and performance of the Agency Documents, and no further consent or approval is required for Merchant to enter into and deliver the Agency Documents, to perform its obligations thereunder, and to consummate the Sale. Each of the Agency Documents has been duly executed and delivered by Merchant and constitutes the legal, valid and binding obligation of Merchant enforceable in accordance with its terms. No court order or decree of any federal, state or local governmental authority or regulatory body is in effect that would prevent or impair, or is required for Merchant's consummation of, the transactions contemplated by this Agreement, and no consent of any third party which has not been obtained is required therefor. No contract or other agreement to which Merchant is a party or by which Merchant is otherwise bound will prevent or impair the Agent conducting the Sale or any other transactions contemplated by this Agreement,

except to the extent the Agent conducts the Sale contrary to the provisions of any governing Closing Location lease.

(c) Merchant owns and will own at all times during the Sale Term, good and marketable title to all of the Merchandise (other than consigned Merchandise).

(d) Merchant has and will maintain its pricing files and the Cost File in the ordinary course of business, and prices charged to the public for goods (whether in-Closing Location, by advertisement or otherwise) are the same in all material respects as set forth in such pricing files for the periods indicated therein. All pricing files and records requested by Agent relative to the Merchandise have been and will continue to be made available to Agent. All pricing files and records are and shall continue to be true and accurate in all material respects as to the actual Cost Value of the Merchandise. Merchant's price files reflect hard markdowns taken by Merchant on items of Merchandise but do not reflect point-of-sale or other temporary promotional activity.

(e) Merchant shall ticket or mark all items of inventory received at the Closing Locations prior to and after the Sale Commencement Date in a manner consistent with similar inventory located at the Closing Locations and in accordance with Merchant's historic practices and policies relative to pricing and marking inventory. Merchant has taken hard markdowns consistent with the margins represented in the due diligence materials provided by Merchant to Agent.

(f) Merchant covenants to continue to operate the Closing Locations in the ordinary course of business until the Sale Commencement Date, in that (i) Merchant shall continue selling inventory during such period at customary prices, (ii) Merchant shall not promote or advertise any sales or in-store promotions (including POS promotions) to the public except for Merchant's historic and customary promotions for all of its locations, (iii) Merchant shall not return inventory to vendors and, shall not transfer Merchandise or Supplies between or among Closing Locations, except for receipt of goods in the ordinary course of business from Merchant's vendor's; provided, however, Merchant does not represent that the replenishment of merchandise in the Closing Locations through the Sale Commencement Date will be at the same levels as with historical practices; (iv) Merchant shall not make any management personnel moves or changes at the Closing Locations without Agent's prior consent (which consent will not be unreasonably withheld), (v) Merchant shall continue to handle Return to Vendor, to be repaired and damaged merchandise in the ordinary course, (vi) Merchant will continue to replenish inventory in the ordinary course of Merchant's business through the Sale Commencement Date, and (vi) Merchant will not transfer from its designated locations in its distribution centers any Defective Merchandise, RTV merchandise, or to be repaired or serviced merchandise. Except as previously disclosed to Agent or provided for herein, Merchant has not and shall not purchase or transfer to or from the Closing Locations any inventory outside the ordinary course in anticipation of the Sale and shall not transfer to any of the Closing Locations any inventory that was part of the prior liquidation sale held at approximately 155 stores.

(g) No action, arbitration, suit, notice, or legal, administrative or other proceeding before any court or governmental body has been instituted by or against Merchant, or has been settled or resolved, or to Merchant's knowledge, is threatened against or affects Merchant, relative to Merchant's business or properties and that questions the validity of this Agreement or that, if adversely determined, would adversely affect the conduct of the Sale.

(h) To the best of Merchant's knowledge, all Merchandise is in compliance with all applicable federal, state, or local product safety laws, rules and standards. Merchant shall provide Agent with its historic policies and practices regarding product recalls prior to the Sale Commencement Date.

(i) No event of default or event which with the giving of notice, the passage of time, or both has occurred on the part of Merchant under any Closing Location lease, reciprocal easement agreement or similar agreement relating to the occupancy of the Closing Locations (other than as a result of the filing of Merchant's bankruptcy petition). Throughout the Sale Term, Agent shall have the right to the uninterrupted use and occupancy of, and peaceful and quiet possession of the Closing Locations, the assets currently located at the Closing Locations, and the services provided at the Closing Locations. Merchant shall throughout the Sale Term maintain in good working order, condition and repair, at its sole expense (except to the extent such amounts are included in Occupancy Expenses), all cash registers, heating systems, air conditioning systems, elevators, escalators, Closing Location alarm systems, and all other mechanical devices used in the ordinary course of operation of the Closing Locations.

(j) Merchant has paid and will continue to pay throughout the Sale Term, (i) all self-insured or Merchant funded employee benefit programs for employees, including health and medical benefits and insurance and all proper claims made or to be made in accordance with such programs, (ii) all casualty, liability, workers' compensation and other insurance premiums, (iii) all utilities provided to the Closing Locations, and (iv) all applicable taxes.

(k) Merchant has not and shall not throughout the Sale Term take any actions the result of which is to increase the cost of operating the Sale, including, without limitation, increasing salaries or other amounts payable to employees.

(l) The Guaranteed Percentage has been fixed based upon the aggregate Cost Value of the Merchandise (not including any On-Order Merchandise) not being less than \$1.150 billion (the "Merchandise Threshold") and no more than \$1.300 billion (the "Merchandise Ceiling"). To the extent that the aggregate Cost Value of the Merchandise (not including any On-Order Merchandise) included in the Sale is less than the Merchandise Threshold, or more than the Merchandise Ceiling, the Guaranty Percentage shall be adjusted in accordance with Exhibit 12.1(1) annexed hereto.

(m) As of the Sale Commencement Date, the aggregate Cost Value of the Merchandise divided by the aggregate Retail Price of the Merchandise (the

“Cost Factor”) shall be no greater than 64.9%. In the event the Cost Factor is greater than 64.9%, the Cost Value shall be adjusted as set forth on Exhibit 12.1(m) hereto.

(n) Merchant shall transfer the Distribution Center Merchandise at Merchant’s cost and expense to the Stores as directed by Agent.

12.2 Agent’s Representations and Warranties. Agent hereby represents, warrants and covenants in favor of Merchant as follows:

(a) Each member of Agent: (i) is validly existing and in good standing under the laws of the state of its organization; (ii) has all requisite power and authority to consummate the transactions contemplated hereby; and (iii) is and during the Sale Term will continue to be, duly authorized and qualified to do business and in good standing in each jurisdiction where the nature of its business or properties requires such qualification.

(b) Agent has the right, power and authority to execute and deliver each of the Agency Documents to which it is a party and to perform fully its obligations thereunder. Agent has taken all necessary actions required to authorize the execution, delivery, and performance of the Agency Documents, and no further consent or approval is required on the part of Agent for Agent to enter into and deliver the Agency Documents and to perform its obligations thereunder. Each of the Agency Documents has been duly executed and delivered by Agent and constitutes the legal, valid and binding obligation of Agent enforceable in accordance with its terms. No court order or decree of any federal, state or local governmental authority or regulatory body is in effect that would prevent or impair or is required for Agent’s consummation of the transactions contemplated by this Agreement, and no consent of any third party which has not been obtained is required therefor. No contract or other agreement to which Agent is a party or by which Agent is otherwise bound will prevent or impair the consummation of the transactions contemplated by this Agreement.

(c) No action, arbitration, suit, notice, or legal administrative or other proceeding before any court or governmental body has been instituted by or against Agent, or has been settled or resolved, or to Agent’s knowledge, has been threatened against or affects Agent, which questions the validity of this Agreement or any action taken or to be taken by Agent in connection with this Agreement, or which if adversely determined, would have a material adverse effect upon Agent’s ability to perform its obligations under this Agreement.

(d) Agent will facilitate for Merchant the delivery of customer owned merchandise while the delivery hubs and distribution centers are still open at Merchant’s cost and expense.

### Section 13. Insurance.

13.1 Merchant’s Liability Insurance. Merchant shall continue at its cost and expense (subject to payment of the Expenses by Agent) until the Sale Termination

Date, in such amounts as it currently has in effect, all of its liability insurance policies including, but not limited to, products liability, comprehensive public liability, auto liability and umbrella liability insurance, covering injuries to persons and property in, or in connection with Merchant's operation of the Closing Locations, and shall cause Agent to be named an additional named insured with respect to all such policies. Prior to the Sale Commencement Date, Merchant shall deliver to Agent certificates evidencing such insurance setting forth the duration thereof and naming Agent as an additional named insured, in form reasonably satisfactory to Agent. All such policies shall require at least thirty (30) days' prior notice to Agent of cancellation, non-renewal or material change. In the event of a claim under any such policies, Merchant shall be responsible for the payment of all deductibles, retention's or self-insured amounts thereunder, unless it is determined that liability arose by reason of the wrongful acts or omissions or negligence of Agent, or Agent's employees, independent contractors or agents (other than Merchant's employees).

13.2 Merchant's Casualty Insurance. Merchant will provide throughout the Sale Term at its expense (subject to payment of the Expenses by Agent) fire, flood, theft and extended coverage casualty insurance consistent with Merchant's customary practices prior to the Sale Commencement Date. In the event of a loss to the Merchandise on or after the Sale Commencement Date, the proceeds of such insurance attributable to the Merchandise plus any self insurance amounts and the amount of any deductible (which amounts shall be paid by Merchant), shall constitute Proceeds hereunder and shall be paid to Agent. Prior to the Sale Commencement Date, Merchant shall deliver to Agent certificates evidencing such insurance setting forth the duration thereof, in form and substance reasonably satisfactory to Agent. All such policies shall require at least thirty (30) days prior notice to Agent of cancellation, non-renewal or material change. Merchant shall not make any change in the amount of any deductibles or self-insurance amounts prior to the Sale Termination Date without Agent's prior written consent.

13.3 Worker's Compensation Insurance. Merchant shall at all times during the Sale Term, at its cost (but subject to payment of the Expenses by Agent), maintain in full force and effect worker's compensation insurance (including employer liability insurance) covering all Retained Employees in compliance with all statutory requirements. Prior to the Sale Commencement Date, Merchant shall deliver to Agent a certificate of its insurance broker or carrier evidencing such insurance.

13.4 Agent's Insurance. Agent shall maintain, at Agent's cost and expense throughout the Sale Term, in such amounts as it currently has in effect, comprehensive public liability and automobile liability insurance policies covering injuries to persons and property in or in connection with Agent's agency at the Closing Locations, and shall cause Merchant to be named an additional insured with respect to such policies. Prior to the Sale Commencement Date, Agent shall deliver to Merchant certificates evidencing such insurance policies, setting forth the duration thereof and naming Merchant as an additional insured, in form and substance reasonable satisfactory to Merchant. In the event of a claim under such policies, Agent shall be responsible for

the payment of all deductibles, retentions or self-insured amounts thereunder, to the extent said claim arises from or relates to the alleged acts or omissions of Agent or Agent's employees, agents or independent contractors).

13.5 Risk of Loss. Without limiting any other provision of this Agreement, Merchant acknowledges that Agent is conducting the Sale on behalf of Merchant solely in the capacity of an agent, and that in such capacity (i) Agent shall not be deemed to be in possession or control of the Closing Locations or the assets located therein or associated therewith, or of Merchant's employees located at the Closing Locations, and (ii) except as expressly provided in this Agreement, Agent does not assume any of Merchant's obligations or liabilities with respect to any of the foregoing. Merchant and Agent agree that Merchant shall bear all responsibility for liability claims of customers, employees and other persons arising from events occurring at the Closing Locations during and after the Sale Term, except to the extent any such claim arises directly from the acts or omissions of Agent, or its supervisors or employees located at the Closing Locations (an "Agent Claim"). In the event of any such liability claim other than an Agent Claim, Merchant shall administer such claim and shall present such claim to Merchant's liability insurance carrier in accordance with Merchant's historic policies and procedures, and shall provide a copy of the initial documentation relating to such claim to Agent. To the extent that Merchant and Agent agree that a claim constitutes an Agent Claim, Agent shall administer such claim and shall present such claim to its liability insurance carrier, and shall provide a copy of the initial documentation relating to such claim to Merchant. In the event that Merchant and Agent cannot agree whether a claim constitutes an Agent Claim, each party shall present the claim to its own liability insurance carrier, and a copy of the initial claim documentation shall be delivered to the other party.

Section 14. Indemnification.

14.1 Merchant Indemnification. Merchant shall indemnify and hold Agent and its officers, directors, employees, agents and independent contractors (collectively, "Agent Indemnified Parties") harmless from and against all claims, demands, penalties, losses, liability or damage, including, without limitation, reasonable attorneys' fees and expenses, directly or indirectly asserted against, resulting from, or related to:

(a) Merchant's material breach of or failure to comply with any of its agreements, covenants, representations or warranties contained in any Agency Document;

(b) any failure of Merchant to pay to its employees any wages, salaries or benefits due to such employees during the Sale Term;

(c) subject to Agent's compliance with its obligations under Section 9.4 hereof, any failure by Merchant to pay any Sales Taxes to the proper taxing authorities or to properly file with any taxing authorities any reports or documents required by applicable law to be filed in respect thereof;



(d) any consumer warranty or products liability claims relating to Merchandise;

(e) any liability or other claims asserted by customers, any of Merchant's employees, or any other person against any Agent Indemnified Party (including, without limitation, claims by employees arising under collective bargaining agreements, worker's compensation or under the WARN Act), except for Agent Claims; and

(f) the negligence or willful misconduct of Merchant or any of its officers, directors, employees, agents or representatives.

14.2 Agent Indemnification. Agent shall indemnify and hold Merchant and its officers, directors, employees, agents and representatives harmless from and against all claims, demands, penalties, losses, liability or damage, including, without limitation, reasonable attorneys' fees and expenses, directly or indirectly asserted against, resulting from, or related to:

(a) Agent's material breach of or failure to comply with any of its agreements, covenants, representations or warranties contained in any Agency Document;

(b) any harassment or any other unlawful, tortious or otherwise actionable treatment of any employees or agents of Merchant by Agent or any of its representatives;

(c) any claims by any party engaged by Agent as an employee or independent contractor arising out of such employment;

(d) any Agent Claims;

(e) any breach of or default under any and all applicable Closing Location leases arising or resulting from or related Agent's conduct of the Sale which is not in accordance with this Agreement or the Sale Guidelines at any and all Closing Locations; and

(f) the negligence or willful misconduct of Agent or any of its officer, directors, employees, agents or representatives.

Section 15. Defaults. The following shall constitute "Events of Default" hereunder:

(a) Merchant's or Agent's failure to perform any of their respective material obligations hereunder, which failure shall continue uncured seven (7) days after receipt of written notice thereof to the defaulting party; or

(b) Any representation or warranty made by Merchant or Agent proves untrue in any material respect as of the date made and throughout the Sale Term; or

(c) The Sale is terminated or materially interrupted or impaired at the Closing Locations for any reason other than (i) an Event of Default by Agent, or (ii) any other material breach or action by Agent not authorized hereunder.

In the event of an Event of Default, the non-defaulting party may, in its discretion, elect to terminate this Agreement upon seven (7) business days' written notice to the other party.

Section 16. Fixtures. If a request to sell all or a portion of the owned FF&E is made within three weeks of the Sale Commencement Date, Agent shall use its best efforts to sell Merchant's owned FF&E. Agent shall be entitled to twenty percent (20%) of the net proceeds from the sale of the FF&E; provided however, Merchant may elect to receive, in lieu of net proceeds and Agent's commission, a lump sum payment, on a per Store basis, in an amount to be determined between Merchant and Agent. Agent shall have the right to abandon any unsold FF&E upon termination of the Sale.

Section 17. Merchant's Right to Monitor. Merchant shall have the right to monitor the Sale and activities attendant thereto and to be present in the Stores during the hours when the Stores are open for business, provided that Merchant's presence does not unreasonably disrupt the conduct of the Sale. Merchant shall also have a right of access to the Stores at any time in the event of an emergency situation, and shall promptly notify Agent of such emergency.

Section 18. Reporting. If requested, Agent shall furnish Merchant with reports no more regularly than weekly. Such reports shall reflect the progress of the Sale, including, without limitation, the Proceeds received to date, and such other information regarding the Sale as Merchant reasonably requests. Agent shall maintain and provide to Merchant sales records to permit calculation of and compliance with any percentage rent obligations under Closing Location leases.

Section 19. Miscellaneous.

19.1 Notices. All notices and communications provided for pursuant to this Agreement shall be in writing, and sent by hand, by facsimile, or a recognized overnight delivery service, as follows:

If to Agent:

Mark P. Naughton  
Great American Group, LLC  
Nine Parkway North, Suite 300  
Deerfield, IL 60015  
Phone: (847) 444-1400  
Fax: (847) 444-1401

If to Merchant: Circuit City Stores, Inc.  
9950 Mayland Drive  
Richmond, Virginia 23233  
Attn: Reggie Hedgebeth  
Deborah Miller  
Phone: (804) 486-4000  
Fax: (804) 486-4877

With copies to: Skadden, Arps, Slate, Meagher & Flom LLP  
One Rodney Square  
P.O. Box 636  
Wilmington, DE 19899  
Attn.: Gregg M. Galardi  
Ian S. Fredericks  
Phone: (302) 651-3000  
Fax: (302) 651-3001

19.2 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Virginia without regard to conflicts of laws principles thereof.

19.3 Entire Agreement. This Agreement contains the entire agreement between the parties hereto with respect to the transactions contemplated hereby and supersedes and cancels all prior agreements, including, but not limited to, all proposals, letters of intent or representations, written or oral, with respect thereto.

19.4 Amendments. This Agreement may not be modified except in a written instrument executed by each of the parties hereto along with the written consent of the Lender Agent, which consent shall not be unreasonably withheld or delayed.

19.5 No Waiver. No consent or waiver by any party, express or implied, to or of any breach or default by the other in the performance of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other party of the same or any other obligation of such party. Failure on the part of any party to complain of any act or failure to act by the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder.

19.6 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon Agent and Merchant, and their respective successors and assigns. The parties hereto acknowledge that Lender Agent is a third party beneficiary of the Agreement.

19.7 Execution in Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one agreement. This Agreement may be executed by facsimile, and such facsimile signature shall be treated as an original signature hereunder.

19.8 Section Headings. The headings of sections of this Agreement are inserted for convenience only and shall not be considered for the purpose of determining the meaning or legal effect of any provisions hereof.

19.9 Survival. All representations, warranties, covenants and agreements made by the parties hereto shall be continuing, shall be considered to have been relied upon by the parties and shall survive the execution, delivery and performance of this Agreement.

19.10 Security Interest. Without limiting the Agent's offset rights hereunder, in consideration of Agent's obligations hereunder, the Approval Order shall grant to Agent, effective as of the Payment Date, a valid and perfected security interest in and lien upon the Merchandise and the Proceeds, owned FF&E (if Merchant makes a request under section 16), proceeds from the sale of owned FF&E, and proceeds from the sale of Merchant Consignment Goods to secure all obligations of Merchant to Agent hereunder, junior only to (a) the Lender Agent's lien until the Guaranteed Amount and the Expenses are paid in full, and (b) any amount owed by Agent to Merchant for the Recovery Amount, which security interest shall be perfected without the necessity of filing financing statements to perfect the security interests. Merchant shall execute all such documents and take all such other actions as are reasonably required to perfect and maintain such security interest as a valid and perfected security interest.

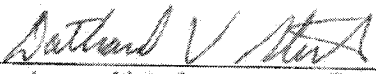
19.11 Bidding Procedures/Bankruptcy Matters. In consideration of Agent conducting its due diligence and entering into this Agreement, which serves as a base by which other offers may be measured and is subject to higher and better offers by way of a bidding process, Merchant agrees to pay Agent from the proceeds of the offer received from the successful bidder (to the extent that Agent is not the successful bidder) a break-up fee in the amount of \$7,500,000 (the "Break-Up Fee"). The Break-Up Fee shall be paid within five (5) business days of (x) the commencement of the Sale by a successful bidder or (y) the consummation of any other alternative transaction to the Sale contemplated herein.

19.12 Agent. All references to "Agent" hereunder shall mean Great American Group WF, LLC, Hudson Capital Partners, LLC, SB Capital Group, LLC, and Tiger Capital Group, LLC jointly and severally.


19.13 If Merchant and Agent agree, Agent shall be permitted to utilize Merchant's internet operations according to mutually agreeable terms.

IN WITNESS WHEREOF, Agent and Merchant hereby execute this Agreement by their duly authorized representatives as of the day and year first written above.


Great American Group WF, LLC, Hudson  
Capital Partners, LLC, SB Capital Group,  
LLC, and Tiger Capital Group, LLC

  
By: DATHARD V. STEELE  
Name: CFO SB CAPITAL GROUP, LLC  
Its: ON BEHALF OF JOINT VENTURE

CIRCUIT CITY STORES, INC.

  
By: James Marum  
Its: Chief Executive Officer

CIRCUIT CITY STORES WEST COAST, INC.

  
By: Reginald Hedgebeth  
Its: Chief Executive Officer

**Circuit City Stores, Inc.**  
**Exhibit I**  
**567 Store List**

Location Number	Location Name	Address	City	State	Zip	Advertising Market	Selling Square Feet	Total Square Feet	Grand Opening Date
230	Almaden Plaza	5353 Almaden Expressway	San Francisco	CA	95118	San Francisco	21,136	36,802	7/3/1998
231	Stevens Creek Ss	4080 Stevens Creek	San Francisco	CA	95129	San Francisco	27,075	46,485	10/1/1987
232	San Mateo Ss	1880 South Grant Street	San Francisco	CA	94402	San Francisco	14,764	31,015	11/1/1987
233	Sunnyvale	111 East El Camino Real	San Francisco	CA	94087	San Francisco	23,031	31,264	2/10/2005
234	Hayward Ss	2480 Whipple Road	San Francisco	CA	94544	San Francisco	25,074	33,862	3/31/2005
237	Santa Rosa Ss	2805 Santa Rose Avenue	San Francisco	CA	95407	San Francisco	22,347	28,183	9/7/2006
239	Modesto Ss	3401 Dale Road	Sacramento	CA	95356	Sacramento	24,013	32,979	5/2/2002
240	Emeryville Ss	5795 Christie Avenue	San Francisco	CA	94608	San Francisco	20,284	29,823	11/7/2002
241	Stockton Ss	4994 Claremont Avenue	Sacramento	CA	95207	Sacramento	15,990	33,904	7/28/1988
242	Van Ness Ss	1200 Van Ness Avenue	San Francisco	CA	94109	San Francisco	15,097	33,056	8/7/2003
249	Moreno Valley Ss	12530 Day Street	Los Angeles	CA	92553	Los Angeles	25,175	33,955	2/19/2004
250	Elk Grove	8211 Laguna Boulevard	Sacramento	CA	95758	Sacramento	25,060	33,913	11/18/2004
251	Citrus Heights Ss	7980 Arcadia Boulevard	Sacramento	CA	95610	Sacramento	27,950	46,455	7/28/1988
252	Arden Way Ss	2121 Arden Way	Sacramento	CA	95825	Sacramento	24,315	31,608	11/9/2006
253	Daly City Ss	303 Gellert Boulevard	San Francisco	CA	94015	San Francisco	14,452	36,436	7/15/1990
270	Las Vegas I Ss	3778 South Maryland Parkw	Las Vegas	NV	89119	Las Vegas	24,326	32,983	2/22/2007
271	Reno Ss	4811 Kietzke Lane	Reno	NV	89502	Reno	28,113	43,876	9/19/1996
272	Las Vegas II Ss	5055 Sahara Avenue	Las Vegas	NV	89146	Las Vegas	17,430	35,472	11/10/1988
401	Hollywood Ss	4400 West Sunset Boulevard	Los Angeles	CA	90027	Los Angeles	13,614	28,135	3/19/1986
403	Santa Monica	1251 Fourth Street	Los Angeles	CA	90401	Los Angeles	20,163	32,117	4/22/2004
404	Torrance Ss	14600 Ocean Gate Avenue	Los Angeles	CA	90250	Los Angeles	25,481	33,865	2/19/2004
405	Buena Park Ss	8371 La Palma Avenue	Los Angeles	CA	90620	Los Angeles	21,863	36,968	3/20/1997
406	Pasadena Ss	39 North Rosemead Boulevard	Los Angeles	CA	91107	Los Angeles	19,308	30,473	8/21/2003
407	Orange Ss	1407 West Chapman Avenue	Los Angeles	CA	92868	Los Angeles	12,813	30,410	11/1/1985
408	Lakewood Ss	4950 Faculty Road	Los Angeles	CA	90712	Los Angeles	27,570	42,364	3/1/1986
409	San Bernardino Ss	555 East Hospitality Drive	Los Angeles	CA	92408	Los Angeles	23,756	38,940	5/8/1997
410	Northridge Ss	19330 Plummer Street	Los Angeles	CA	91324	Los Angeles	23,057	32,836	4/30/2001
411	Palmdale Ss	39331 10Th Street West	Los Angeles	CA	93551	Los Angeles	23,186	32,889	10/16/2003
414	Laguna Hills Ss	24001 El Toro Road	Los Angeles	CA	92653	Los Angeles	28,109	45,489	9/15/1996
416	Huntington Beach Ss	7881 Edinger Avenue, Suite	Los Angeles	CA	92647	Los Angeles	21,924	34,029	10/14/2004
417	Montclair Ss	5150 Plaza Lane	Los Angeles	CA	91763	Los Angeles	26,317	40,670	2/1/1986
419	Woodland Hills Ss	21470 W. Victory Blvd.	Los Angeles	CA	91367	Los Angeles	26,866	44,290	11/1/1985
420	West Covina Ss	2851 Eastland Center Drive	Los Angeles	CA	91790	Los Angeles	23,766	33,476	10/10/2002
421	Van Nuys Ss	13630 Victory Boulevard	Los Angeles	CA	91401	Los Angeles	12,594	28,542	3/1/1986
423	Fresno Ss	5355 North Blackstone Ave	Fresno	CA	93710	Fresno	24,147	38,127	3/3/1998
424	Bakersfield Ss	4230 California Avenue	Bakersfield	CA	93309	Bakersfield	12,990	39,812	8/1/1986
425	Montebello Ss	2415 Via Campo Avenue	Los Angeles	CA	90640	Los Angeles	27,961	45,063	11/28/1995
427	Norwalk Ss	11758 Firestone Boulevard	Los Angeles	CA	90650	Los Angeles	15,862	34,746	11/10/1988
428	La Cienega Ss	1839 South La Cienega Boul	Los Angeles	CA	90035	Los Angeles	12,667	26,841	9/1/1987
429	Ventura Ss	421 West Esplanade Drive	Los Angeles	CA	93030	Los Angeles	23,622	33,150	11/21/2002
432	National City Ss	1608 Sweetwater Road	San Diego	CA	91950	San Diego	15,611	30,007	8/11/1989
433	Grossmont Ss	8820 Grossmont Blvd.	San Diego	CA	91941	San Diego	24,017	39,232	7/17/1997
434	Point Loma Ss	3331 Rosecrans Avenue	San Diego	CA	92110	San Diego	16,024	36,053	8/11/1989
443	Clairemont Ss	3998 Clairemont Mesa Boul	San Diego	CA	92117	San Diego	16,528	35,898	11/15/1991
446	Palos Verdes Ss	25415 Crenshaw Boulevard	Los Angeles	CA	90505	Los Angeles	14,853	33,216	11/15/1991

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450	Victorville Mini	12133 Mall Boulevard	Los Angeles	CA	92392	Los Angeles	24,227	33,345	3/4/2004
505	Fairview Heights Ss	55 Ludwig Drive	St Louis	IL	62208	St. Louis	15,718	31,469	10/15/1990
506	St Peters Ss	5610 Suemandy Road	St Louis	MO	63376	St. Louis	25,478	34,202	7/14/2005
508	Irving Ss	3888 Irving Mall	Dallas/Ft Worth	TX	75062	Dallas/Ft. Worth	23,860	32,918	8/12/2004
509	Valley View Ss	5301 Belt Line Boulevard, S	Dallas/Ft Worth	TX	75248	Dallas/Ft. Worth	26,092	31,247	9/21/2006
516	Highland Ss	3321 Alamo Avenue	Cincinnati	OH	45209	Cincinnati	27,416	33,860	2/19/2004
518	Pembroke Pines	11810 Pines Boulevard	Miami	FL	33026	Miami	21,867	31,557	2/5/1997
519	Atlantic City Ss	4215 Black Horse Pike	Philadelphia	NJ	08330	Atlantic City	25,171	34,157	10/28/2004
522	Two Notch Ss	10136 Two Notch Road	Columbia	SC	29223	Columbia, SC	24,019	33,138	2/27/2003
530	South County Ss	6926 South Lindbergh Boule	St Louis	MO	63125	St. Louis	14,271	31,870	5/15/1991
532	Chesterfield Commons	28 Thf Boulevard	St Louis	MO	63005	St. Louis	23,886	32,952	4/14/2003
533	St Louis Mills Mall	4785 Park 370 Boulevard	St Louis	MO	63042	St. Louis	26,716	35,050	11/20/2003
535	Gravois Bluff	691 Gravois Bluff Boulevard	St Louis	MO	63026	St. Louis	24,055	32,804	2/27/2003
538	Almeda Ss	10025 Almeda Genoa Road	Houston	TX	77075	Houston	14,823	20,304	12/15/2005
541	West Oaks Ss	2680 South Highway 6	Houston	TX	77082	Houston	17,746	31,940	9/1/1991
542	Willowbrook Ss	17727 Tomball Parkway	Houston	TX	77064	Houston	25,644	34,812	12/12/2003
543	Plano Ss	3300 N. Central Expressway	Dallas/Ft Worth	TX	75074	Dallas/Ft. Worth	27,001	43,463	4/1/1991
544	S Arlington Ss	3865 South Cooper Street	Dallas/Ft Worth	TX	76015	Dallas/Ft. Worth	26,669	38,862	10/14/2005
545	Hulen Ss	4820 Southwest Loop, 820B	Dallas/Ft Worth	TX	76109	Dallas/Ft. Worth	16,171	31,492	4/1/1991
546	Mesquite Ss	3733 Emporium Circle	Dallas/Ft Worth	TX	75150	Dallas/Ft. Worth	28,013	42,870	5/16/1996
569	Cedar Hill Ss	731 North Highway 67	Dallas/Ft Worth	TX	75104	Dallas/Ft. Worth	24,165	32,800	10/30/2003
570	Savannah Ss	8108 G Abercorn Street	Savannah	GA	31406	Savannah	25,117	33,698	2/17/2005
571	Brandon Ss	10277 East Adamo Drive	Tampa	FL	33619	Tampa	22,102	31,479	4/1/1991
576	Reading Ss	1101 Woodland Avenue	Philadelphia	PA	19610	Reading	16,248	32,272	9/15/1991
589	Hickory Ss	2201 Us Highway 70 Se	Charlotte	NC	28602	Charlotte	23,643	29,641	3/1/2007
593	Chesapeake Mini	4107 Portsmouth Boulevard	Norfolk	VA	23321	Norfolk	40,500	65,306	10/3/2113
597	Great Hills Ss	10515 North Mopac Express	Austin	TX	78759	Austin	23,958	29,517	3/15/2007
598	Sunset Valley Ss	5400 Brodie Lane	Austin	TX	78745	Austin	17,397	31,458	11/15/1991
700	Cottman Ss	7207 Bustleton Avenue	Philadelphia	PA	19149	Philadelphia	13,875	31,694	10/24/1989
704	Waldorf Ss	3000 Festival Way	Washington	MD	20601	Washington	22,561	31,423	8/21/2003
711	Valley Forge	400 West Swedesford Road	Philadelphia	PA	19312	Philadelphia	23,713	40,110	2/12/1997
725	State Road Ss	400 South State Road	Philadelphia	PA	19064	Philadelphia	15,560	34,070	11/1/1989
734	Cherry Hill Ss	1450 Nixon Drive	Philadelphia	NJ	08054	Philadelphia	23,180	32,887	11/13/2001
743	Willow Grove	2510 West Moreland Road	Philadelphia	PA	19090	Philadelphia	17,619	30,584	8/23/1999
759	Barboursville Cc	400 Mall Road	Huntington	WV	25504	Huntington	17,344	29,256	11/2/1999
762	Charleston	39 Rhl Boulevard	Huntington	WV	25309	Charleston, WV	17,512	28,576	10/18/1999
766	Daytona Ss	2500 International Speedwa	Orlando	FL	32114	Orlando	21,791	32,529	4/19/1999
784	Wheaton Ss	11160 Viers Mill Road	Washington	MD	20902	Washington	16,547	31,219	12/1/1985
785	Annapolis Cc	150-A Jennifer Road	Baltimore	MD	21401	Baltimore	20,627	32,995	3/11/1997
800	Augusta Ss	239 Robert C. Daniel Jr. Par	Augusta	GA	30901	Augusta	20,144	32,366	11/5/1997
802	Springfield Ss	6640 Loisdale Road	Washington	VA	22150	Washington	21,133	32,321	11/22/1999
805	Chesterfield	1321 Huguenot Road	Richmond	VA	23113	Richmond	27,918	43,447	8/27/1996
814	Potomac Mills Ss	14500 Potomac Mills Road	Washington	VA	22193	Washington	14,881	31,718	11/22/1989
815	Knoxville Ss	151 North Peters Road	Knoxville	TN	37923	Knoxville	14,780	34,867	6/1/1986
817	Va Beach Ss	110 S. Independence Boulev	Norfolk	VA	23462	Norfolk	21,344	36,994	10/1/2001

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820	Greensboro Ss	4217 E. West Wendover Ave	Greensboro	NC	27407	Greensboro	25,110	34,047	7/15/2004
823	Spartanburg Ss	1508-B W. O. Ezell Boulevard	Greenville	SC	29301	Spartanburg	25,150	40,825	4/30/1995
824	Largo Ss	1020 Shoppers Way	Washington	MD	20774	Washington	24,998	33,853	6/24/2004
827	Hoover Ss	4351 Creekside Avenue	Birmingham	AL	35244	Birmingham	25,800	33,844	3/4/2004
828	New Tampa Ss	18061 Highwoods Preserve	Tampa	FL	33647	Tampa	23,376	32,881	8/23/2001
830	Winston Salem Ss	910 Haynes Mall Boulevard	Greensboro	NC	27103	Winston-Salem	27,349	42,144	9/22/1995
831	Gastonia Ss	2651 East Franklin Boulevard	Charlotte	NC	28054	Gastonia	25,256	33,884	11/18/2004
832	Pensacola Ss	6121 North Davis Highway	Pensacola	FL	32504	Pensacola	15,015	40,738	11/7/1986
835	Roanoke Ss	1900 Valley View Boulevard	Roanoke	VA	24012	Roanoke	24,604	34,346	9/16/2004
836	Glen Burnie Ss	78 Mountain Road	Baltimore	MD	21061	Baltimore	15,303	36,847	7/1/1987
837	Orlando South Ss	7915 South Orange Blossom	Orlando	FL	32809	Orlando	21,509	36,020	11/25/1988
838	Orlando Central Ss	2728 East Colonial Drive	Orlando	FL	32803	Orlando	28,181	44,175	3/13/1996
839	Orlando North Ss	1140 East Altamonte Drive	Orlando	FL	32701	Orlando	22,399	32,375	11/25/1988
840	Raleigh Ss	4601 Creedmoor Road	Raleigh	NC	27612	Raleigh	28,002	45,000	7/24/1997
843	Rivergate	2088 Gallatin Pike North	Nashville	TN	37115	Nashville	24,790	33,736	10/14/2004
845	Independence	2109 Matthews Township Pk	Charlotte	NC	28105	Charlotte	23,686	33,030	3/1/2002
846	Gaithersburg Ss	602-A Quince Orchard Road	Washington	MD	20879	Washington	15,694	32,315	9/28/1989
848	North Ft Lauderdale	1700 North Federal Highway	Miami	FL	33305	Miami	23,419	33,028	11/12/2001
849	Dadeland Ss	7700 North Kendall Drive, #	Miami	FL	33156	Miami	25,995	45,581	4/28/1989
850	Durham Ss	3400 Westgate Drive	Raleigh	NC	27707	Durham	28,466	45,618	5/30/1996
851	Chattanooga Ss	2204 Hamilton Place Blvd.	Chattanooga	TN	37421	Chattanooga	23,969	38,981	2/27/1997
852	Fayetteville Ss	5075 Morganton Road, Suite	Raleigh	NC	28314	Fayetteville, NC	29,662	45,625	6/27/1996
854	Route 40 West Ss	6026 Baltimore National Pike	Baltimore	MD	21228	Baltimore	20,221	32,437	6/22/1998
855	Huntsville Ss	5900 University Drive	Huntsville	AL	35806	Huntsville	23,787	37,571	5/22/1997
856	Mobile Ss	3725 Airport Boulevard	Pensacola	AL	36608	Mobile	15,344	40,366	10/3/1986
857	Dale Mabry Ss	1702 North Dale Mabry High	Tampa	FL	33607	Tampa	25,998	33,401	2/22/2007
859	Aventura Ss	20669 Biscayne Blvd., Ne	Miami	FL	33180	Miami	21,678	31,841	3/1/1989
861	Hialeah Ss	400 West 49Th Street	Miami	FL	33012	Miami	22,377	32,279	4/3/1989
862	W Palm Beach Ss	1901 Okeechobee Boulevard	West Palm Beach	FL	33409	West Palm	27,336	45,909	10/16/1996
863	Coral Springs	6001 West Sample Road	Miami	FL	33067	Miami	24,253	32,997	2/19/2004
865	Greenville Ss	840 Woods Crossing Road	Greenville	SC	29607	Greenville, SC	28,244	43,690	9/14/1995
866	Rockville Ss	1501 Rockville Pike	Washington	MD	20852	Washington	20,250	32,812	10/21/1997
867	Lakeland Ss	4212 U.S. Route 98 North	Tampa	FL	33809	Lakeland	22,374	32,360	5/26/1989
868	Charleston Ss	7800 Rivers Avenue, Suite E	Charleston	SC	29406	Charleston	23,856	37,472	10/30/2002
871	The Commons Ss	8045 Giacosa Drive	Memphis	TN	38133	Memphis	19,164	38,997	3/13/1997
876	St Petersburg Ss	2066 Tyrone Boulevard Nor	Tampa	FL	33710	St. Petersburg	21,758	32,457	6/30/1989
877	St Matthews Ss	4600 Shelbyville Road	Louisville	KY	40207	Louisville	22,934	34,773	6/19/2001
878	Florence Ss	8125 Mall Road	Cincinnati	KY	41042	Cincinnati	15,853	31,447	7/1/1990
888	South Blvd Ccss	9563 South Boulevard	Charlotte	NC	28273	Charlotte	27,695	42,310	11/24/1995
890	Bailey'S Xroads Ss	5718 Columbia Pike	Washington	VA	22041	Washington	23,558	36,496	5/22/2003
891	Clearwater Ss	24244 Highway 19 N.	Tampa	FL	33755	St. Petersburg	30,173	43,603	2/7/1996
892	Atlantic Blvd Ss	9317 Atlantic Boulevard	Jacksonville	FL	32225	Jacksonville, FL	24,795	33,464	8/19/2004
894	Dixie Hwy Ss	5120 Dixie Highway	Louisville	KY	40216	Louisville	16,521	37,595	8/5/1986
896	Columbia Ss	238 Harbison Blvd	Columbia	SC	29210	Columbia, SC	17,225	28,423	8/9/1999
897	Bradenton Ss	4495 14Th Street West	Tampa	FL	34207	Bradenton	22,681	32,473	11/16/1989



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910	Tri-County Ss	493 East Kemper Avenue	Cincinnati	OH	45246	Cincinnati	23,848	33,099	11/13/2001
913	Port Richey Ss	6325 Tacoma Drive	Tampa	FL	34668	St. Petersburg	22,935	32,336	5/13/1990
921	Asheville Ss	299 Swannanoa River Road	Greenville	NC	28805	Asheville	20,170	32,860	8/30/1996
922	Fort Myers Ss	4380 Cleveland Avenue	Fort Myers	FL	33901	Ft. Myers	21,783	31,157	9/1/1990
949	Allentown Ss	1055 Grape Street	Philadelphia	PA	18052	Allentown	14,489	33,386	5/12/1990
1600	Harrisonburg Ms	259 Burgess Road	Harrisonburg	VA	22801	Harrisonburg	22,554	32,887	7/24/2003
1601	Fredericksburg Ss	1731 Carl D. Silver Parkway	Washington	VA	22401	Washington	23,962	33,131	11/21/2002
1602	Tyler Micro	4910 S. Broadway	Tyler-Longview	TX	75703	Tyler	9,267	16,972	11/25/1994
1603	Longview Micro	406 West Loop 821	Tyler-Longview	TX	75605	Longview	9,742	17,387	11/24/1994
1607	Jacksonville Nc	1171 Western Blvd.	Greenville/Newbern Nc	NC	28546	Jacksonville, NC	17,559	28,796	7/21/1995
1608	Wilmington Mini	5325 Market Street	Wilmington Nc	NC	28405	Wilmington	17,511	28,757	11/24/1995
1609	Winchester Micro	2580 South Pleasant Valley	Winchester	VA	22601	Winchester	25,577	33,955	9/22/2005
1610	Waco	4909 West Waco Drive	Waco	TX	76710	Waco	17,431	28,385	8/18/1995
1614	Redding Mini	1175 Dana Drive	Chico/Redding	CA	96003	Redding	17,440	28,530	3/1/1996
1616	Anderson Sc Mini	3423 Clemson Blvd., Suite E	Greenville	SC	29621	Anderson	17,397	28,132	10/28/1996
1618	Monterey Mini	905 Playa Avenue	Salinas	CA	93955	Salinas	16,883	27,358	2/24/1997
1624	College Station Micr	1505 University Drive East	Waco	TX	77840	College Station	31,036	39,872	2/6/2114
1627	Florence	2402 David Mcleod Blvd.	Florence Sc	SC	29501	Florence	20,280	33,039	2/23/1996
1638	Cheyenne	1854 Dell Range Boulevard	Cheyenne,Wy	WY	82001	Cheyenne	9,723	16,904	5/3/1999
1645	Salisbury Nc	345 Faith Road	Charlotte	NC	28146	Salisbury, NC	12,424	20,615	9/14/1998
1681	Albany	1223 North Westover Blvd.	Albany Ga	GA	31707	Albany, GA	20,670	28,725	10/30/2000
1683	Altoona	141 Sierra Drive	Johnstown,Pa	PA	16601	Altoona	9,740	16,930	6/28/1999
1687	Houma	1729 Martin Luther King Bou	New Orleans	LA	70360	New Orleans	14,972	20,200	10/14/2004
1693	State College	48 Colonnade Way	Johnstown,Pa	PA	16803	State College	23,133	31,556	11/17/2000
1695	Victor	20 Square Drive	Rochester	NY	14564	Rochester NY	18,873	28,915	3/2/2000
3100	West Broad Ss	9900 West Broad Street	Richmond	VA	23060	Richmond	16,271	32,569	11/15/1992
3103	Oxford Valley Ss	100 Lincoln Plaza	Philadelphia	PA	19047	Philadelphia	23,959	39,125	2/24/1997
3104	Lawrenceville Ss	3350 Brunswick Pike	Philadelphia	NJ	08648	Atlantic City - Lawren	18,675	32,526	11/27/1992
3106	Southpark	820 Southpark Boulevard	Richmond	VA	23834	Richmond	23,886	32,840	11/21/2002
3108	South Portland Me	555 Maine Mall Road	Portland Me	ME	04106	Portland ME	16,836	27,638	2/24/1997
3111	Schaumburg Ss	1420 East Golf Road	Chicago	IL	60173	Chicago	21,533	34,067	11/15/1993
3112	Downers Grove Ss	2900 Highland Avenue	Chicago	IL	60515	Chicago	20,590	33,794	11/15/1993
3113	Ford City Ss	7414 South Cicero Avenue	Chicago	IL	60629	Chicago	25,860	40,975	11/10/1994
3120	Berwyn Ss	7001 Cermak Plaza	Chicago	IL	60402	Chicago	21,675	33,360	11/22/1993
3121	Naperville Ss	460 South State Route 59	Chicago	IL	60540	Chicago	17,490	26,482	6/17/1993
3125	Bloomingtondale Ss	340 W. Army Trail Road	Chicago	IL	60108	Chicago	23,942	35,981	5/8/2003
3126	Orland Hills Ss	9231 West 159Th Street	Chicago	IL	60477	Chicago	21,333	33,171	9/6/1993
3127	Gurnee Mills	6124 West Grand Avenue	Chicago	IL	60031	Chicago	25,887	39,743	11/13/2001
3128	Merrillville Ss	2757 East U.S. 30	Chicago	IN	46410	Chicago - IN	21,589	32,991	10/25/1993
3129	Algonquin	1812 Randall Road	Chicago	IL	60102	Chicago	25,295	34,108	5/26/2005
3131	Lincoln Park Ss	2500 North Elston Avenue	Chicago	IL	60647	Chicago	20,922	32,836	11/15/1993
3133	Burnsville Ss	14141 Aldrich Avenue South	Minneapolis	MN	55337	Minneapolis	18,734	31,468	5/1/1994
3134	Rosedale Ss	1750 Highway 36 West, Sui	Minneapolis	MN	55113	Minneapolis	20,381	32,421	5/1/1994
3135	Woodbury Mini	8250 Tamarack Village	Minneapolis	MN	55125	Minneapolis	16,729	28,436	11/4/1996
3136	Southdale Ss	4260 West 78Th Street	Minneapolis	MN	55435	Minneapolis	20,305	33,486	11/15/1994

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3137	Maplewood Ss	1940 East County Road D	Minneapolis	MN	55109	Minneapolis	19,990	36,596	5/1/1994
3139	Ridgedale Ss	1001 Plymouth Road	Minneapolis	MN	55345	Minneapolis	20,353	33,241	11/25/1994
3140	St Cloud Ss	3316 Division Street	Minneapolis	MN	56301	St Cloud	20,608	36,367	8/25/1994
3141	Newington	3440 Berlin Turnpike	Hartford	CT	06111	Hartford	25,142	41,132	10/26/1995
3142	Buckland Hills	230 Hale Road	Hartford	CT	06040	Hartford	27,408	41,042	10/7/1995
3143	Milford/Orange	1389 Boston Post Road	Hartford	CT	06460	New Haven	23,695	29,721	3/1/2007
3144	North Haven	19-29 Universal Drive	Hartford	CT	06473	New Haven	18,994	31,412	10/20/1995
3146	E Springfield Ss	510 Parker Street	Springfield Ma	MA	01129	Springfield, MA	25,075	42,680	4/12/1995
3147	Binghamton Ss	3124 Vestal Parkway East	Binghamton	NY	13850	Binghamton	23,746	37,597	10/7/1996
3149	Utica Mini	1 Sangertown Square Mall	Syracuse	NY	13413	Utica	12,563	21,365	11/9/1998
3150	Carousel Center	9090 Carousel Center Drive	Syracuse	NY	13290	Syracuse	26,202	35,320	11/18/2004
3151	Cheektowaga Ss	3757 Union Road	Buffalo	NY	14225	Buffalo	28,075	42,236	11/24/1995
3152	Amherst Ss	3040 Sheridan Street	Buffalo	NY	14226	Buffalo	28,389	42,773	11/10/1995
3153	Hamburg Micro	1020 Mckinley Mall	Buffalo	NY	14219	Buffalo	13,676	21,570	2/24/1997
3154	Greece Ss	140 Greece Ridge Center Dr	Rochester	NY	14626	Rochester NY	20,816	33,924	11/24/1995
3157	Christiana	700 Center Boulevard	Philadelphia	DE	19702	Wilmington, DE	20,238	32,427	11/16/1998
3158	Wilmington/Concord	4130 Concord Pike	Philadelphia	DE	19803	Philadelphia	20,138	33,093	11/25/1994
3159	Holyoke Ss	33 Holyoke Street	Springfield Ma	MA	01040	Springfield, MA	20,002	32,104	11/4/1996
3160	Albany 1 Ss	161 Washington Avenue Ext	Albany, Ny	NY	12205	Albany	24,507	36,945	9/11/2000
3164	Salisbury Mini	2640 North Salisbury Boulev	Salisbury Md	MD	21801	Salisbury, MD	12,869	23,364	9/17/1995
3166	Bel Air Ss	680 Marketplace Drive	Baltimore	MD	21014	Baltimore	20,339	33,119	11/17/1995
3167	Peoria/Westlake Ss	2601 Westlake Avenue	Peoria/Bloomington	IL	61604	Peoria	25,636	40,825	11/13/1994
3168	Bloomington Mini	1500 East Empire Street	Peoria/Bloomington	IL	61701	Bloomington	12,418	23,422	5/30/1995
3169	Springfield II Ss	3051 West Wabash Avenue	Springfield/Champaign	IL	62704	Springfield	27,329	42,948	8/11/1995
3170	Champaign/Urbana Ss	2006 North Prospect	Springfield/Champaign	IL	61821	Champaign	25,316	39,573	3/20/1995
3175	Brookfield Ss	665 Main Street	Milwaukee	WI	53005	Milwaukee	25,057	33,064	8/18/2005
3176	Southridge	4585 South 76Th Street	Milwaukee	WI	53220	Milwaukee	26,942	42,428	11/24/1995
3177	Racine	2710-C South Green Bay Rc	Milwaukee	WI	53406	Racine	22,433	34,104	11/17/2000
3184	West Madison I	450 Commerce Drive	Madison	WI	53719	Madison, WI	28,069	42,652	4/18/1996
3185	East Madison II	2301 East Springs Drive	Madison	WI	53704	Madison, WI	20,296	33,047	4/8/1996
3186	Mishawaka	5944 Grape Road	South Bend	IN	46545	South Bend	25,365	44,379	9/30/1996
3187	Canton Ss	4381 Whipple Avenue N.W.	Cleveland	OH	44718	Canton	25,480	45,233	11/25/1994
3189	Dayton Mall Ss	2700 Miamisburg-Centerville	Dayton	OH	45459	Dayton	23,745	39,261	6/23/1997
3192	Greenwood	8014 U.S. Highway 31	Indianapolis	IN	46227	Indianapolis	17,405	28,328	8/23/1999
3193	Castleton Ss	5410 East 82Nd Street	Indianapolis	IN	46250	Indianapolis	24,075	39,195	11/24/1997
3194	Columbus	1343 North National Road	Indianapolis	IN	47201	Bloomington, IN	25,160	35,085	9/23/2004
3196	Beaver Ss Oh	2720 Towne Drive	Dayton	OH	45432	Dayton	20,284	32,563	6/9/1997
3197	Poughkeepsie Ss	837 South Road	New York Metro	NY	12601	Poughkeepsie	27,799	41,746	3/1/1996
3198	Rockford Ss	5460 East State Street	Rockford	IL	61108	Rockford, IL	25,119	40,231	3/15/1995
3200	Columbus Ss	5555 Whittlesey Boulevard	Columbus	GA	31909	Columbus	23,436	32,884	8/15/2002
3202	Gainesville Ss	7001 North West 4Th Blvd.	Gainesville	FL	32607	Gainesville	10,717	21,331	8/13/1992
3203	Sarasota Ss	4708 South Tamiami Trail	Tampa	FL	34231	Sarasota	21,966	31,840	7/7/1992
3204	Ft Walton Mini	419-A Mary Ester Cutoff	Pensacola	FL	32548	Fort Walton	11,256	21,507	11/27/1992
3205	Naples Ss	5052 Airport Pulling Road	Fort Myers	FL	34105	Naples	23,586	36,553	5/22/2003
3206	Lafayette Ss	5624 Johnston Street	Lafayette	LA	70503	Lafayette	20,223	34,443	11/15/1994

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Location Number	Location Name	Address	City	State	Zip	Advertising Market	Selling Square Feet	Total Square Feet	Grand Opening Date
3207	West Dade Ss	8575 N. W. 13Th Terrace	Miami	FL	33172	Miami	20,803	32,962	11/15/1994
3212	Abilene	4351 Ridgemont Drive	Abilene,Tx	TX	79604	Abilene	17,505	28,430	10/18/1999
3215	Wichita West Ss	6920 West Kellogg	Wichita	KS	67209	Wichita	23,743	37,554	10/14/1996
3217	Springfield Mo Ss	3600 South Glenstone Aven	Springfield Mo	MO	65804	Springfield, MO	23,744	39,253	10/7/1996
3218	Lincoln Ss	6140 "O" Street	Lincoln	NE	68510	Lincoln	20,121	32,521	10/21/1996
3219	Columbia Ss	1901 Bernadette Drive, #2	Columbia Mo	MO	65201	Columbia, MO	20,117	33,134	6/13/1994
3226	Cool Springs	545 Cool Springs Boulevard	Nashville	TN	37067	Nashville	23,870	35,701	2/10/2005
3227	Cary	1401 Piney Plains Road	Raleigh	NC	27511	Raleigh	18,337	29,299	11/22/1999
3229	Midland	4110 Loop 250, North	Midland/Odessa	TX	79707	Midland	17,526	28,682	7/16/1995
3230	High Point Nc Ss	1030 Mall Loop Road	Greensboro	NC	27262	High Point	20,272	32,211	5/6/1996
3233	Galleria Ss	4500 San Felipe Street	Houston	TX	77027	Houston	28,119	42,324	9/30/1996
3234	Ocala	3402 Southwest 36Th Terra	Gainesville	FL	34474	Ocala	17,362	29,333	3/1/1996
3237	Boynton Beach Ss	515 North Congress Avenue	West Palm Beach	FL	33426	West Palm	22,257	33,147	11/18/1996
3238	Shreveport	7091 Youree Drive	Texarkana/Shreveport	LA	71105	Shreveport	24,975	33,806	2/10/2005
3241	Jensen Beach '99	2550 North West Federal Hi	West Palm Beach	FL	34994	Jensen Beach/Stuart	20,216	28,552	8/10/1998
3242	Greenville Ss	3060 South Evans Street	Greenville/Newbern Nc	NC	27834	Greenville, NC	17,801	28,848	8/5/1996
3244	Rocky Mount	1271 Cobb Corner Drive	Raleigh	NC	27804	Rocky Mount	14,980	20,274	7/8/2004
3246	Myrtle Beach	550 Seaboard Street	Florence Sc	SC	29577	Myrtle Beach	22,881	31,492	2/26/2001
3247	Johnson City Xing	3211 Peoples Street, Space	Tri-Cities Tn	TN	37604	Johnson City	17,101	27,983	3/17/1997
3249	Sawgrass	12300 West Sunrise Bouleva	Miami	FL	33323	Miami	27,655	44,188	5/12/1997
3252	Kingsport	1740 Idle Hour Road	Tri-Cities Tn	TN	37660	Kingsport	11,191	18,990	11/17/1997
3253	The Woodlands	1455 Lake Woodland Drive	Houston	TX	77380	Houston	20,175	34,087	11/10/1997
3254	Sugar Land	16742 Southwest Freeway	Houston	TX	77479	Houston	20,329	32,492	11/10/1997
3255	Covington	790 North Highway 190	New Orleans	LA	70433	New Orleans	10,974	19,766	10/27/1997
3260	Tulsa North '99	5313 East 41St Street	Tulsa	OK	74135	Tulsa	12,772	21,292	7/13/1998
3262	Wichita Falls	3121 Lawrence Road	Wichita Falls	TX	76308	Wichita Falls	12,710	21,240	2/23/1998
3263	Round Rock	120 Sundance Park	Austin	TX	78682	Austin	22,991	31,417	10/2/2000
3264	Frisco	2930 Preston Road, Space F	Dallas/Ft Worth	TX	75034	Dallas/Ft. Worth	23,298	32,717	8/23/2001
3269	Citrus Park	6918 Gunn Highway	Tampa	FL	33625	Tampa	23,536	34,953	6/4/2001
3270	Gulfport	15210 Crossroads Parkway	Biloxi,Ms	MS	39507	Biloxi/Gulfport	9,816	17,138	5/17/1999
3274	Lake Charles	2990 East Prien Lake Road	Lake Charles,La	LA	70601	Lake Charles	14,589	20,922	11/2/1998
3276	Clarksville '99	2819 Wilma Rudolf Road	Nashville	TN	37040	Clarksville, TN	12,638	21,525	6/15/1998
3281	Rome	2700 Martha Berry Highway	Atlanta	GA	30165	Rome	23,454	32,940	11/6/2000
3283	Dothan	2821 Montgomery Highway	Montgomery	AL	36303	Dothan	25,096	33,884	11/18/2004
3284	Hattiesburg	1000 Turtle Creek Road	Hattiesburg,Ms	MS	39402	Hattiesburg	25,561	39,723	4/8/2004
3285	Mall At Turtle Creek	3000 East Highland Drive, S	Jonesboro	AR	72401	Jonesboro	15,601	21,177	5/4/2006
3289	Merritt Island	450 E. Merritt Island Causev	Orlando	FL	32952	Melbourne	22,096	30,387	11/17/2000
3302	Palm Desert Ss	72369 Highway 111	Palm Springs	CA	92260	Palm Springs	28,165	44,509	8/18/1995
3304	Tucson Oracle Mini	4380 North Oracle Road	Tucson	AZ	85705	Tucson	25,544	33,972	10/27/2005
3305	Tucson Broadway Ss	5530 E. Broadway Blvd.	Tucson	AZ	85711	Tucson	19,835	33,456	7/26/1993
3306	Visalia Mini	3930 South Mooney Bouleva	Fresno	CA	93277	Fresno	10,676	21,211	10/1/1992
3307	Albuquerque Ss	4400 Cutler Ave. Ne	Albuquerque,Nm	NM	87110	Albuquerque	28,385	45,359	11/25/1996
3309	Newport Beach Ss	1101 Newport Center Drive	Los Angeles	CA	92660	Los Angeles	18,680	31,761	11/27/1992
3310	Valencia	25610 N. The Old Road	Los Angeles	CA	91381	Los Angeles	23,765	38,786	2/24/1997
3311	Rancho Cucamonga Ss	12260 Foothill Boulevard	Los Angeles	CA	91739	Los Angeles	25,093	33,862	11/11/2004

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3313	Irvine Ss	13752 Jamboree Road	Los Angeles	CA	92602	Los Angeles	28,066	42,190	7/15/1996
3315	Gateway Ss	1638 Ne 102Nd Avenue	Portland Or	OR	97220	Portland	20,271	32,078	8/26/1995
3316	Jantzen Beach Ss	1772 Jantzen Beach Center	Portland Or	OR	97217	Portland	28,344	42,792	1/31/1996
3317	Everett Mall	530 Sw Everett Mall Way	Seattle	WA	98204	Seattle	13,191	22,806	7/26/1995
3318	Lynnwood Ss	2800 196Th Street, Sw	Seattle	WA	98038	Seattle	28,116	43,522	7/1/1996
3319	Bellevue Crossroads	15600 N.E. 8Th Street	Seattle	WA	98008	Seattle	25,122	40,278	2/23/1995
3321	Tacoma Mall	4124 Tacoma Mall Boulevard	Seattle	WA	98409	Seattle	12,019	23,877	5/19/1997
3322	Chico Mini	2041 Whitman Avenue	Chico/Redding	CA	95928	Chico	13,126	22,792	11/7/1994
3323	Tigard Ss	9180 S.W. Hall Blvd.	Portland Or	OR	97223	Portland	23,927	41,233	11/14/1994
3324	Clackamas Ss	10722 Se 82Nd Avenue	Portland Or	OR	97266	Portland	20,150	33,082	10/26/1994
3326	Bellingham Ss	3944 Meridian Street	Seattle	WA	98266	Seattle	20,265	36,665	2/23/1995
3327	Carmel Mountain	11710 Carmel Mountain Road	San Diego	CA	92122	San Diego	19,798	30,897	11/29/1993
3329	Encinitas Ss	333 North El Camino Road	San Diego	CA	92024	San Diego	20,406	33,539	9/4/1995
3331	Northside	7701 N. Division Street	Spokane	WA	99208	Spokane	17,032	27,932	10/13/1997
3332	Eugene Ss	2730 Gateway Loop	Eugene	OR	97477	Eugene	23,794	38,978	11/18/1996
3333	Medford Micro	519 Medford Road	Medford	OR	97504	Medford	11,150	18,957	8/1/1997
3334	Boise Ss	542 North Milwaukee Street	Boise	ID	83704	Boise	23,969	39,171	11/10/1997
3336	South Center	223 Andover Park East	Seattle	WA	98188	Seattle	25,062	41,017	8/12/1995
3338	Olympia Ss	2815 Capitol Mall Drive, Sw	Seattle	WA	98502	Seattle - Olympia	20,933	35,104	10/7/1995
3339	Westminster Ss	9250 Sheridan Boulevard	Denver	CO	80031	Denver	29,196	50,451	8/5/1996
3340	Colorado Springs Ss	345 N. Academy Blvd.	Colorado Springs	CO	80909	Colorado Springs	27,556	42,817	9/28/1995
3342	Silverdale Mini	9991 Mickelberry Road, Nw	Seattle	WA	98383	Seattle - Silverdale	12,866	26,466	2/23/1995
3343	Colorado Blvd Ss	1505 South Colorado Blvd.	Denver	CO	80222	Denver	23,881	39,525	11/25/1996
3344	Aurora Ss	1450 S. Abiline Street	Denver	CO	80012	Denver	28,213	43,132	11/10/1995
3345	Highlands Ranch/Queb	8575 South Quebec Street	Denver	CO	80130	Denver	27,498	42,881	9/1/1995
3346	Southwest Plaza	5155 South Wadsworth Blvd	Denver	CO	80123	Denver	19,883	33,132	11/25/1996
3347	Lakewood/Homestead	10750 W. Colfax Ave.	Denver	CO	80215	Denver	27,434	42,845	8/21/1995
3348	Boulder Ss	2600 Pearl Street	Denver	CO	80302	Denver	17,195	29,196	11/22/1999
3349	Ogden Ss	1093 West Riverdale Road	Salt Lake City	UT	84405	Salt Lake City	25,051	37,829	4/15/1995
3350	Sugarhouse	724 East 2100 South	Salt Lake City	UT	84106	Salt Lake City	28,123	43,911	7/1/1996
3351	Fort Union Ss	1340 East Park Centre Drive	Salt Lake City	UT	84121	Salt Lake City	25,545	40,770	4/12/1995
3352	Orem Ss	360 West St. & 1300 S. St.	Salt Lake City	UT	84058	Salt Lake City	25,574	40,026	4/16/1995
3353	Jordan Landing	7156 South Plaza Center Dr	Salt Lake City	UT	84084	Salt Lake City	25,653	33,926	6/10/2004
3354	Pearl Ridge Ss	98-145 Kaonohi Street	Honolulu	HI	96701	Honolulu	32,576	62,798	11/18/1996
3360	Culver City Ss	5660 Sepulveda Blvd.	Los Angeles	CA	90232	Los Angeles	20,095	32,866	10/13/1995
3361	Glendale	118 S. Maryland Avenue	Los Angeles	CA	91205	Los Angeles	19,885	32,180	6/15/1998
3364	Fullerton Ss	123 Orangefair Mall	Los Angeles	CA	92832	Los Angeles	24,511	37,648	3/1/1996
3365	Green Valley Nv	561 North Stephanie Street	Las Vegas	NV	89014	Las Vegas	20,619	33,742	2/16/1996
3366	Ponce Mall	Plaza Del Caribe Mall #2 St.	Ponce	PR	717	Puerto Rico	18,359	29,618	2/28/2008
3369	San Patricio	100 Avenue San Patricio	San Patricio	PR	00968	Puerto Rico	14,994	25,183	1/10/2008
3372	Arecibo	80 Carrizales	San Juan	PR	612	Puerto Rico	15,581	20,775	10/24/2008
3373	Long Beach Ss	2180 Bellflower Blvd.	Los Angeles	CA	90815	Los Angeles	23,711	38,539	10/28/1996
3375	Roseville	10251 Fairway Drive	Sacramento	CA	95678	Sacramento	24,166	32,921	1/29/2004
3376	Fort Collins	4414 South College Avenue	Denver	CO	80525	Denver	16,868	28,310	11/24/1997
3377	Idaho Falls Micro	1951 S. 25Th East Street	Idaho Falls	ID	83406	Idaho Falls	12,689	21,256	4/27/1998

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3378	Cottonwood	10420 Coors Boulevard	Albuquerque,Nm	NM	87114	Albuquerque	25,106	33,887	9/9/2004
3379	Grand Junction	2541 Highway 6 & 50	Grand Junction	CO	81505	Grand Junction	12,711	21,210	5/4/1998
3381	Pueblo Micro	4320 Freeway North	Colorado Springs	CO	81008	Colorado Springs	11,277	19,240	2/24/1997
3382	Valley Mall	15104 East Indiana Avenue	Spokane	WA	99205	Spokane	17,012	29,850	10/27/1997
3390	Thornton	16511 North Washington	Denver	CO	80602	Denver	25,589	33,932	10/20/2005
3401	Temecula/Murrieta	40480 Winchester Road	Los Angeles	CA	92591	Los Angeles	17,470	28,440	10/18/1999
3403	Port Charlotte	18700 Veterans Boulevard,	Fort Myers	FL	33954	Port Charlotte	20,086	28,704	11/15/1999
3405	Boca Raton	1400 Glades Road, Bay 140	West Palm Beach	FL	33431	West Palm	21,469	36,123	7/16/2001
3409	Avenues	9041 Southside Boulevard	Jacksonville	FL	32256	Jacksonville, FL	26,544	43,563	8/7/2000
3418	Sanford	1101 W.P. Ball Boulevard	Orlando	FL	32771	Orlando	25,074	33,862	2/17/2005
3425	Nw Las Vegas	7781 West Tropical Parkway	Las Vegas	NV	89149	Las Vegas	23,492	35,270	4/9/2001
3428	San Luis Obispo	1531 Froom Ranch Way	Santa Barbara	CA	93405	Santa Barbara - SLO	25,573	31,062	11/16/2006
3502	Exchange Plaza Ss	6001 Nw Loop 410, Suite 1C	San Antonio	TX	78238	San Antonio	26,156	42,051	11/18/2005
3504	Corpus Christi	5425 South Padre Island Dr	Corpus Christi	TX	78411	Corpus Christi	17,693	36,426	7/7/1992
3505	North Richland Ss	1451 West Pipeline Road	Dallas/Ft Worth	TX	76053	Dallas/Ft. Worth	25,086	33,884	11/18/2004
3508	Crossroads Mini	1409 West I -240 Service R	Oklahoma City	OK	73159	Oklahoma City	48,474	64,424	10/3/2113
3510	Tulsa South Ss	9027 East 71St Street Sout	Tulsa	OK	74133	Tulsa	18,899	31,356	11/27/1992
3512	Mcallen Ss	507 West Expressway 83	Mcallen-Brownsville	TX	78501	McAllen	18,918	31,793	11/27/1992
3513	Brownsville Ss	3000 Pablo Kisel Boulevard,	Mcallen-Brownsville	TX	78526	McAllen	25,647	34,077	2/12/2004
3514	Amarillo Ss	2510 Soncy Road	Amarillo	TX	79121	Amarillo	20,128	33,172	10/25/1994
3515	Bellevue Ss	7669 Highway 70 South	Nashville	TN	37221	Nashville	20,228	33,164	7/20/1994
3516	Southlake	250 North Kimball Avenue	Dallas/Ft Worth	TX	76092	Dallas/Ft. Worth	25,243	34,263	9/30/2004
3518	Raleigh	3340 Cypress Plantation Tra	Raleigh	NC	27616	Raleigh	26,773	34,413	1/18/2007
3520	Northshore Ss	13350 East Freeway	Houston	TX	77015	Houston	20,098	41,229	11/25/1996
3521	Jackson Ss	1045 E. County Line Road	Jackson Ms	MS	39211	Jackson, MS	20,061	32,772	11/24/1997
3522	Garland	325 Coneflower Drive	Dallas/Ft Worth	TX	75040	Dallas/Ft. Worth	27,342	35,695	10/13/2005
3525	Wellington	10570 Forest Hill Boulevard	West Palm Beach	FL	33414	West Palm	24,071	32,666	2/25/2002
3527	Silverlake	3137 Silverlake Drive	Houston	TX	77581	Houston	25,512	33,862	7/1/2004
3529	Exton	128 Woodcutter Street	Philadelphia	PA	19341	Philadelphia	24,620	32,823	7/12/2003
3549	Short Pump	11732 West Broad Street	Richmond	VA	23233	Richmond	24,392	34,826	7/1/2004
3550	Greenville Point	1140 Woodruff Road	Greenville	SC	29607	Greenville, SC	25,947	35,035	8/4/2005
3554	Bainbridge	7705 Market Place Drive	Cleveland	OH	44202	Cleveland	24,990	34,143	9/9/2004
3556	Whitman Square	9733 East Roosevelt Boulev	Philadelphia	PA	19114	Philadelphia	26,048	35,187	9/16/2004
3560	Spring Hill	13199 Cortez Boulevard	Tampa	FL	34613	St. Petersburg	30,244	40,558	7/2/2109
3561	Millenia Mall	4155 Millenia Boulevard	Orlando	FL	32839	Orlando	25,052	34,017	1/13/2005
3562	Concord Mills	8210 Concord Mills Boulevard	Charlotte	NC	28027	Charlotte	25,916	35,942	9/30/2004
3564	Quail Springs	13730 N. Pennsylvania Ave	Oklahoma City	OK	73134	Oklahoma City	25,577	33,862	1/13/2005
3569	Midtown Miami	3401 North Miami Avenue, I	Miami	FL	33127	Miami	27,697	36,867	11/16/2006
3570	Hyattsville	2900 Belcrest Center Drive	Washington	MD	20782	Washington	27,059	34,821	6/28/2007
3572	Polaris	8655-8671 Lyra Drive	Columbus Oh	OH	43240	Columbus, OH	25,661	34,793	11/18/2004
3576	Lake Worth	6592 Lake Worth Boulevard	Dallas/Ft Worth	TX	76135	Dallas/Ft. Worth	25,463	34,106	6/23/2005
3577	Rockwall	959 East Interstate 30	Dallas/Ft Worth	TX	75087	Dallas/Ft. Worth	14,966	20,851	8/18/2005
3579	Meyerland	100 Meyerland Plaza Mall	Houston	TX	77096	Houston	25,103	33,792	12/9/2004
3581	Stapleton	7950 East 49Th Avenue	Denver	CO	80238	Denver	25,525	33,859	10/27/2005
3582	La Quinta	78825 Highway 111	Palm Springs	CA	92253	Palm Springs	25,071	33,862	2/24/2005

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3584	New Braunfels	1286 Interstate Highway 35	San Antonio	TX	78130	San Antonio	14,950	20,768	12/9/2004
3586	Santa Margarita	30491 Avenida De Las Flores	Los Angeles	CA	92688	Los Angeles	24,209	32,425	2/10/2005
3587	Bethlehem	4413 Birkland Place	Philadelphia	PA	18045	Allentown	24,642	33,998	2/17/2005
3588	Southpark Meadows	9600 South Interstate Highway	Austin	TX	78748	Austin	25,556	33,930	5/25/2006
3589	Southaven	6680 Southcrest Parkway	Memphis	MS	38671	Memphis	25,535	33,831	10/13/2005
3590	Meriden	495 Chamberlain Highway	Hartford	CT	06450	Hartford	24,782	33,280	11/11/2004
3591	Warrington	1015 Main Street	Philadelphia	PA	18976	Philadelphia	25,521	33,863	9/29/2005
3592	Colony Place	228 Colony Place	Boston	MA	02360	Boston	25,561	33,916	9/22/2005
3595	Waterford Lakes	400 North Alafaya Trail	Orlando	FL	32828	Orlando	25,490	33,817	11/10/2005
3597	Apex	1591 Beaver Creek Commons	Raleigh	NC	27502	Raleigh	30,826	40,312	5/16/2113
3599	South Bay Center	8B Allstate Road	Boston	MA	02125	Boston	26,490	34,736	11/16/2006
3601	North Attleboro	1360 South Washington Street	Providence	MA	02760	Providence	23,366	33,914	10/8/2004
3602	Millbury	70 Worcester Providence Pk	Boston	MA	01527	Boston	24,240	32,848	10/9/2003
3603	Ann Arbor Ss	3547 Washtenaw Avenue	Detroit	MI	48104	Detroit - Ann Arbor	17,636	29,771	3/29/1999
3606	Lakeside	14105 Hall Road	Detroit	MI	48316	Detroit	20,155	32,666	2/28/1997
3607	Roseville	20550 13 Mile Road	Detroit	MI	48066	Detroit	20,282	33,180	5/6/1996
3608	Novi	43525 West Oaks Drive	Detroit	MI	48377	Detroit	20,402	34,747	5/20/1996
3611	Taylor Ss	23351 Eureka Road	Detroit	MI	48180	Detroit	28,122	42,683	3/13/1996
3613	Westland Ss	36300 Warren Road	Detroit	MI	48185	Detroit	28,125	43,786	11/18/1996
3614	Sawmill Ss	2582 Sawmill Place Blvd.	Columbus Oh	OH	43235	Columbus, OH	17,047	28,409	10/27/1997
3615	Easton Ss	4056 Morse Road	Columbus Oh	OH	43230	Columbus, OH	20,216	32,705	9/22/1997
3616	Brice Ss	2885 Gender Road	Columbus Oh	OH	43068	Columbus, OH	19,703	33,205	11/10/1997
3617	Century Ss	9931 Mountain View Drive	Pittsburgh	PA	15122	Pittsburgh	28,568	42,521	11/18/1996
3618	Wilkins Ss	3475 William Penn Highway	Pittsburgh	PA	15235	Pittsburgh	28,168	42,363	11/18/1996
3619	Ross Park Ss	7219 McKnight Road	Pittsburgh	PA	15237	Pittsburgh	20,472	32,104	11/17/1997
3621	Evansville	225 North Burkhardt Road	Evansville	IN	47715	Evansville	23,764	38,970	11/25/1996
3622	Field-Ertel Ss	12130 Royal Point Drive	Cincinnati	OH	45249	Cincinnati	21,219	33,718	5/25/1995
3624	North Town Ss	20 Coon Rapids Boulevard	Minneapolis	MN	55433	Minneapolis	25,115	38,698	9/22/1995
3625	Schererville	707 Us Highway 41	Chicago	IN	46375	Chicago - IN	24,521	33,862	1/20/2005
3626	Niles	2380 Niles-Cortland Road S	Youngstown	OH	44484	Youngstown	25,065	34,215	7/8/2004
3627	Arundel Mills	7667 Arundel Mills Boulevard	Baltimore	MD	21076	Baltimore	24,098	33,044	8/22/2002
3628	Frederick Ss	5606 Buckeystown Pike	Washington	MD	21701	Washington	16,877	27,713	11/7/1997
3629	Boardman Ss	7230 Market Street	Youngstown	OH	44512	Youngstown	20,017	32,973	10/28/1996
3630	Saginaw	2970 Tittabawassee Road	Flint	MI	48604	Flint - Saginaw	28,236	44,006	3/1/1996
3631	Flint	4071 Miller Road	Flint	MI	48507	Flint	27,962	45,463	10/7/1996
3632	Walker	3410 Alpine Avenue	Grand Rapids	MI	49544	Grand Rapids	28,746	44,621	3/1/1996
3633	Kentwood Ss	4600 28Th Street Se	Grand Rapids	MI	49512	Grand Rapids	24,357	39,402	11/18/1996
3634	Portage Ss	6026 Westnedge Avenue	Grand Rapids	MI	49002	Grand Rapids - Portage	20,131	32,416	5/16/1997
3635	West Lansing Ss	5501 West Saginaw Hwy.	Lansing	MI	48917	Lansing	18,822	31,318	2/27/1998
3638	Hagerstown	17766 Garland Groh Boulevard	Washington	MD	21740	Hagerstown	20,163	30,572	11/6/2000
3639	Oyster Point	12140 Jefferson Avenue	Norfolk	VA	23602	Hampton	20,891	32,404	9/9/1996
3640	Greenbrier Ss	1589 Crossways Boulevard	Norfolk	VA	23320	Norfolk	28,089	42,681	2/18/1996
3641	Keene	41 Ashbrook Road	Boston	NH	03431	Portsmouth	16,253	20,745	11/3/2005
3645	Laredo	5300 San Dario, Suite 2205	Laredo	TX	78041	Laredo	17,359	21,954	2/9/2006
3648	Augusta Marketplace	90 Stephen King Drive, Suite	Portland-Auburn	ME	04330	Portland ME - Augusta	25,984	34,091	2/23/2006

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Location Number	Location Name	Address	City	State	Zip	Advertising Market	Selling Square Feet	Total Square Feet	Grand Opening Date
3654	Appleton	4635 West College Avenue	Greenbay/Appleton	WI	54915	Green Bay - Appleton	27,979	45,487	9/30/1996
3659	Leesburg	536 Fort Evans Road Ne	Washington	VA	20176	Washington	16,912	23,954	7/25/2008
3662	Trumbull	5065 Main Street	New York Metro	CT	06611	New York Metro	22,644	39,141	11/17/1997
3663	Gateway	369 Gateway Drive	New York Metro	NY	11239	New York Metro	21,621	31,660	10/24/2002
3664	Atlantic Center	625 Atlantic Avenue	New York Metro	NY	11217	New York Metro	19,171	34,405	10/13/1997
3666	Parkersburg	605 Grand Central Ave. (Rt.	Clarksburg	WV	26105	Parkersburg	17,512	29,490	4/12/1999
3668	Danbury	110 Federal Road	New York Metro	CT	06811	Danbury	17,354	30,294	8/8/1997
3669	East Brunswick	327 Route 18	New York Metro	NJ	08816	New Jersey	20,422	37,327	11/16/1998
3670	Eatontown	90 State Highway, Route 36	New York Metro	NJ	07724	New Jersey	21,192	32,582	11/22/1999
3672	Westbury	1504 Old Country Road	New York Metro	NY	11590	New York Metro - LI	26,622	45,659	8/15/1997
3674	Hicksville Ss	217 Bethpage Road	New York Metro	NY	11801	New York Metro - LI	20,205	32,451	11/17/1997
3675	Greeley	4759 29Th Street, Suite B	Denver	CO	80634	Fort Collins	14,891	21,323	8/11/2005
3677	Lady Lake	630 U.S. Highway 441	Orlando	FL	32159	Orlando	14,966	20,590	10/13/2005
3679	Union Square	52 East 14Th Street, #64	New York Metro	NY	10003	New York Metro	25,810	50,447	10/19/1998
3680	80Th & Broadway	2232 Broadway Street	New York Metro	NY	10024	New York Metro	12,471	24,676	7/18/2002
3682	Middletown Ss	109 Dunning Road	New York Metro	NY	10940	New York Metro	17,231	28,343	8/1/1997
3684	Paramus	240 Route 17 North	New York Metro	NJ	07652	New Jersey - Bergen	22,524	41,454	11/23/1998
3686	Rego Park/Queens	9605 Queens Boulevard	New York Metro	NY	11374	New York Metro	28,892	50,004	9/8/1997
3687	Ledgewood	461 Route 10, Suite 28	New York Metro	NJ	07852	New Jersey	20,562	33,600	2/22/1999
3688	Bergen	3129 Kennedy Boulevard	New York Metro	NJ	07047	New Jersey - Bergen	20,758	32,845	11/1/1999
3689	Somerville	711 State Route 28 West	New York Metro	NJ	08807	New Jersey	21,019	32,206	8/27/1999
3690	Norwalk	444 Connecticut Avenue	New York Metro	CT	06854	Norwalk	20,494	33,650	11/23/1998
3691	Staten Island Ss	2505-2535 Richmond Avenue	New York Metro	NY	10314	New York Metro	20,665	33,556	2/27/1998
3692	Bricktown Ss	550 Route 70	New York Metro	NJ	08723	New Jersey	17,216	27,942	8/3/1998
3693	Union NJ Ss	2700A Route 22 East	New York Metro	NJ	07083	New Jersey	29,150	43,291	11/28/1997
3694	Valley Stream	650 West Sunrise Highway	New York Metro	NY	11581	New York Metro - LI	16,808	22,438	3/7/2000
3695	Wayne	519 Route 46	New York Metro	NJ	07470	New Jersey	24,255	45,761	6/22/1998
3696	White Plains	5 City Place	New York Metro	NY	10601	New York Metro	26,261	37,705	10/9/2003
3697	Whitestone	136-03 20Th Avenue	New York Metro	NY	11356	New York Metro - LI	21,024	32,841	11/23/1998
3698	Woodbridge	479 Green Street	New York Metro	NJ	07095	New Jersey	21,949	32,321	10/24/2002
3699	Yonkers	750 Central Park Avenue	New York Metro	NY	10710	New York Metro	27,184	45,042	11/17/1997
3700	Cortlandt	2990 East Main Street	New York Metro	NY	10567	New York Metro	17,278	27,924	5/25/1998
3701	Fort Wayne	291 E. Coliseum Boulevard	Fort Wayne In	IN	46805	Fort Wayne	17,600	28,527	2/22/1999
3702	Terre Haute	4233 South Us 41	Terre Haute In	IN	47802	Terre Haute	9,754	16,916	5/17/1999
3705	Spring Meadows	6645 Airport Highway	Toledo	OH	43528	Toledo	17,113	27,827	11/17/1997
3706	Harrisburg East	5125 Jonestown Road	Harrisburg	PA	17112	Harrisburg, PA	22,791	32,735	11/17/2000
3707	Lancaster	1700 Fruitville Pike	Harrisburg	PA	17603	Lancaster, PA	19,880	32,423	9/21/1998
3708	York	2980 Whiteford Road	Harrisburg	PA	17402	York	20,076	32,801	2/24/1997
3710	Robinson	11A Chuvet Drive	Pittsburgh	PA	15275	Pittsburgh	17,206	27,660	11/2/1998
3711	Muskegon	5725 Harvey Street	Grand Rapids	MI	49444	Grand Rapids - Muske	25,031	33,841	10/21/2004
3713	Holland Micro	12635 Felch Street, Suite 20	Grand Rapids	MI	49424	Grand Rapids	11,308	19,239	2/28/1997
3720	Mechanicsburg	5800 Carlisle Pike	Harrisburg	PA	17055	Harrisburg, PA	23,848	39,078	2/24/1997
3721	Sterling Ss	46301 Potomac Run Plaza, 7	Washington	VA	20164	Washington	19,870	32,969	11/11/1996
3724	Saugus	607 Broadway; Route 1 Sou	Boston	MA	01906	Boston	20,423	33,486	9/8/1997
3725	Dover	1350 Dupont Highway	Philadelphia	DE	19901	Wilmington, DE	17,059	23,292	1/3/2008

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3731	Bay Ridge	502-12 86Th Street	New York Metro	NY	11209	New York Metro	25,460	55,748	5/2/2113
3732	Williston	15 Marshall Avenue	Burlington Vt	VT	05495	Burlington	17,227	27,927	11/17/1997
3733	Steubenville	4130 Mall Drive	Wheeling	OH	43952	Steubenville	9,720	16,881	5/24/1999
3734	Franklin Park Ss	4948 Monroe Street	Toledo	OH	43623	Toledo	20,196	31,984	11/10/1997
3735	Tyson'S Corner West	8520-C Leesburg Pike	Washington	VA	22182	Washington	15,280	20,451	10/20/2005
3736	Puyallup	3500 South Meridian, #760	Seattle	WA	98373	Seattle	18,831	28,853	8/24/2006
3738	Vineland	2148 North 2Nd Street	Philadelphia	NJ	08332	Atlantic City	32,422	40,810	8/8/2113
3740	Bangor	668 Stillwater Avenue	Bangor,Me	ME	04401	Bangor	17,507	28,442	11/1/1999
3742	Clarksburg	521 Emily Drive	Clarksburg	WV	26301	Clarksburg	9,708	16,915	5/24/1999
3743	Maple Grove	11481 Fountain Drive	Minneapolis	MN	55369	Minneapolis	29,811	36,800	9/15/2006
3744	Erie	7451 Peach Street	Erie	PA	16509	Erie	17,761	28,242	10/18/1999
3746	Johnstown	430 Town Centre Drive	Johnstown,Pa	PA	15904	Johnstown	25,007	33,862	10/21/2004
3748	Yuma Las Palimillas	1232 South Castle Dome Av	Yuma-EI Centro	AZ	85365	Yuma	30,726	39,778	11/14/2113
3750	St Clairsville	50500 Valley Frontage Road	Wheeling	OH	43950	Wheeling	9,749	16,932	10/4/1999
3752	Va Center Commons	9860 Brook Road	Richmond	VA	23059	Richmond	23,114	32,284	2/26/2001
3754	Kennewick	1430 Tapteal Drive	Yakima,Wa	WA	99352	Kennewick	23,465	34,620	11/17/2000
3764	Phillipsburg	1202 New Brunswick Avenue	New York Metro	NJ	08865	Allentown	23,308	32,883	10/10/2002
3767	Brentwood Ss	1585 South Brentwood Boul	St Louis	MO	63144	St. Louis	23,130	33,996	8/9/2001
3768	Leominster	100 Commercial Road	Boston	MA	01453	Boston	23,327	40,302	11/17/2000
3769	Concord	270 Loudon Road	Boston	NH	03301	Boston	22,756	34,610	2/26/2001
3770	Taunton	70 Taunton Depot Drive	Providence	MA	02780	Providence - Taunton	23,279	32,637	11/13/2000
3771	Folsom	205 Serpa Drive	Sacramento	CA	95630	Sacramento	25,000	30,157	8/1/2008
3774	Decatur	265 East Ash Avenue	Springfield/Champaign	IL	62526	Decatur	20,477	30,761	11/13/2000
3776	Brighton	8175 Movie Drive	Detroit	MI	48116	Detroit	24,859	33,276	10/28/2004
3779	Enfield	136 Elm Street	Hartford	CT	06082	Hartford	24,769	32,098	2/22/2007
3780	Hamburg	2231 Sir Barton Way Street	Lexington	KY	40509	Lexington	24,062	32,959	11/6/2003
3783	Plymouth Meeting	102 Alan Wood Road	Philadelphia	PA	19428	Philadelphia	23,172	32,569	11/12/2001
3792	Mchenry	2226 North Richmond Road	Chicago	IL	60050	Chicago	23,453	32,774	10/29/2001
3797	Grandville Market	4535 Canal Sw	Grand Rapids	MI	49418	Grand Rapids	23,263	32,876	11/5/2001
3810	Harlingen	2020 South Expressway 83	McAllen-Brownsville	TX	78552	McAllen	19,724	26,669	6/27/2008
3815	Katy Mills	5000 Katy Mills Circle	Houston	TX	77494	Houston	20,631	26,736	3/6/2008
3830	Glynn Isles	4990 Atlama Avenue	Jacksonville	GA	31525	Brunswick	15,517	19,840	7/5/2007
3831	Market Square	Marketplace Drive & Amelia	Rochester	NY	14623	Rochester NY	15,502	21,747	8/8/2008
3832	Township Market	103 Wagner Road	Pittsburgh	PA	15061	Pittsburgh	15,739	22,124	6/27/2008
3844	Fairfax Towne Center	4110 West Ox Road, Suite 1	Washington	VA	22033	Washington	17,583	22,906	9/5/2008
3845	Deptford	2000 Clements Bridge Road	Philadelphia	NJ	08096	Atlantic City - Deptfor	23,693	30,266	8/17/2007
3846	East Chase	7951 Eastchase Parkway	Montgomery	AL	36117	Montgomery	24,134	30,223	2/7/2008
3847	Midtown Village	1800 Mcfarland Boulevard S	Tuscaloosa	AL	35401	Tuscaloosa	24,450	30,257	10/3/2007
3848	Boranda	1910 North Davis Road	Salinas	CA	93907	Salinas	24,126	30,224	11/2/2007
3849	Norridge Commons	7010 Forest Preserve Drive	Chicago	IL	60706	Chicago	24,675	30,099	12/13/2007
3850	Promenade	639 East Boughton Road	Chicago	IL	60440	Chicago	16,682	21,600	10/4/2007
3851	Madison Heights	32399 John R Road	Detroit	MI	48071	Detroit	25,882	32,798	1/17/2008
3852	Keizer Station	6035 Ulali Drive	Portland Or	OR	97303	Portland - Salem	15,271	20,430	2/14/2008
3853	Target Center	4627 Greenway Drive	Knoxville	TN	37918	Knoxville	24,142	30,220	12/7/2007
3854	Parkdale	6115 Eastex Freeway	Beaumont	TX	77706	Beaumont	24,130	30,235	1/17/2008



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3855	Sun Land	811 Sunland Park	El Paso	TX	79912	El Paso	24,130	30,220	12/7/2007
3856	Baybrook	1001A West Bay Area Boule	Houston	TX	77598	Houston	25,740	32,604	10/31/2007
3857	Deerbrook	20131 Highway 59 N, Suite	Houston	TX	77338	Houston	18,451	24,766	2/14/2008
3858	San Antonio	14623 Ih 35 North	San Antonio	TX	78216	San Antonio	15,364	20,574	6/13/2008
3859	Ashwaubenon	2492 South Oneida	Greenbay/Appleton	WI	54304	Green Bay	23,095	29,582	11/2/2007
3862	Westgate Mall	395 Westgate Drive	Boston	MA	02301	Boston	17,733	23,644	8/29/2008
3864	Manhattan	1965 Broadway	New York Metro	NY	10023	New York Metro	21,504	30,815	6/13/2008
3865	Fingerlakes Crossing	1614 Clark Street Road	Syracuse	NY	13021	Syracuse - Auburn	15,359	20,304	1/10/2008
3878	Brea	835 East Birch Street	Los Angeles	CA	92821	Los Angeles	15,171	20,144	7/25/2008
3882	Harker Heights	201 East Central Texas Pkwy	Waco	TX	99999	Waco - Killen	15,502	20,331	8/8/2008
3883	Williamsport	350 S. Lycoming Mall Road	Williamsport	PA	17756	Williamsport	15,448	20,166	7/25/2008
4101	Montgomeryville Ss	772 Bethlehem Pike	Philadelphia	PA	18936	Philadelphia	18,907	31,675	6/5/1993
4105	Dickson City	620 Commerce Boulevard	Scranton/ Wilkesbarre	PA	18519	Scranton/Wilkes	17,145	28,025	6/30/1997
4106	Wilkes Barre	3420 Wilkes-Barre Townshp	Scranton/ Wilkesbarre	PA	18702	Scranton/Wilkes	25,080	34,198	8/8/2004
4110	Danvers Ss	4-6 Newbury Street, Route	Boston	MA	01923	Boston	20,025	32,431	2/15/1993
4111	Somerville Ss	65 Mystic Avenue	Boston	MA	02145	Boston	20,318	33,115	5/24/1993
4112	Burlington Ss	84 Middlesex Turnpike	Boston	MA	01803	Boston	19,047	29,702	9/16/1993
4113	Seekonk Ss	179 West Highland Ave - Rt	Providence	MA	02771	Providence	21,541	34,054	5/17/1993
4114	Cranston Ss	140 Hillside Road	Providence	RI	02920	Providence	19,908	33,166	9/16/1993
4115	Nashua Ss	224 Daniel Webster Hwy	Boston	NH	03062	Boston	19,826	33,563	5/17/1993
4116	Portsmouth Ss	1700 Woodbury Avenue	Boston	NH	03801	Boston	19,943	34,990	4/26/1993
4119	Braintree Ss	250 Granite Street	Boston	MA	02184	Boston	19,274	27,069	11/26/1993
4120	Salem Ss	428 South Broadway	Boston	NH	03079	Boston	22,702	32,924	5/24/1993
4121	Natick Ss	1398 Worcester Street	Boston	MA	01760	Boston	24,853	33,907	10/14/2004
4122	Hanover Mini	1775 Washington Street	Boston	MA	02339	Boston	13,001	23,210	11/19/1993
4123	Dartmouth Mini	456 State Road, Route 6	Providence	MA	02747	Providence	13,003	23,312	6/3/1993
4124	Manchester Ss	1100 S. Willow Street	Boston	NH	03103	Boston	20,018	33,153	5/10/1993
4130	Kissimmee	2551 West Osceola Parkway	Orlando	FL	34741	Orlando	24,162	30,242	2/28/2008
4131	Manteca	2210 Daniels Street	Sacramento	CA	95337	Sacramento	31,070	40,564	5/1/2114
4132	Turlock	2821 Countryside Drive	Sacramento	CA	95380	Sacramento	32,746	41,156	5/1/2114
4134	Towson	801 Goucher Boulevard	Baltimore	MD	21286	Baltimore	17,599	24,803	6/13/2008
4135	Metairie	3780 Veterans Memorial Bo	New Orleans	LA	70002	New Orleans	23,778	29,738	7/14/2007
4136	Pine Island	1843 Pine Island Road, Ne	Fort Myers	FL	33909	Ft. Myers	24,130	30,220	2/7/2008
4139	Signal Hill	901 Spring Street	Los Angeles	CA	90755	Los Angeles	24,217	29,764	3/1/2007
4143	Gloucester	465 Berlin Cross Keys Road	Philadelphia	NJ	08081	Atlantic City - Deptfo	23,750	29,704	2/22/2007
4144	Chambersburg	901 Norland Avenue	Philadelphia	PA	17201	Hagerstown	31,206	41,294	3/20/2114
4147	Hamilton Crossing	111 Hamilton Crossing Drive	Knoxville	TN	37701	Knoxville	15,378	19,939	8/9/2007
4150	Pasadena	3931 Fairway Plaza Drive	Houston	TX	77505	Houston	23,738	29,144	2/22/2007
4176	Monrovia	745 West Huntington Drive	Los Angeles	CA	91016	Los Angeles	18,318	25,074	6/20/2008
4179	Vacaville	130 Nut Tree Parkway	Sacramento	CA	95687	San Francisco - Fairfi	19,979	26,638	8/22/2008
4201	Melbourne Ss	1700 West New Haven Roac	Orlando	FL	32904	Melbourne	23,561	35,617	5/11/2006
4202	Norfolk	1120 North Military Highway	Norfolk	VA	23502	Norfolk	15,497	20,705	6/14/2007
4212	Midtown	521 5Th Avenue	New York Metro	NY	10175	New York Metro	16,779	22,246	12/6/2007
4232	Cypress Lakes	Colonial Square Town Cente	Fort Myers	FL	33901	Naples	15,543	20,880	10/24/2008
4233	Sebring	1754 Us 27 North	Orlando	FL	33872	Tampa	15,890	20,338	8/30/2007

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4242	Rossmoor Center	12325 Seal Beach Boulevard	Los Angeles	CA	90740	Los Angeles	24,123	30,491	11/15/2007
4246	Baton Rouge	9330 Mall Of Louisiana Blvd	Baton Rouge	LA	70815	Baton Rouge	17,450	23,377	7/18/2008
4247	Denton	2315 Colorado Boulevard	Dallas/Ft Worth	TX	76205	Dallas/Ft. Worth	23,694	30,373	9/26/2007
4249	Port Arthur	8725 Memorial Boulevard	Beaumont	TX	77640	Beaumont	15,506	20,548	9/13/2007
4256	Mt Pleasant	1501 Johnnie Dobbs Boulevard	Charleston	SC	29464	Charleston	15,346	20,602	11/1/2007
4261	Southern Tier Cross	1530 Country Route 64	Binghamton	NY	14845	Elmira	15,885	20,281	9/27/2007
4271	Foxboro	1 Patriot Place, South Plaza	Boston	MA	02035	Boston	15,534	20,198	11/15/2007
4272	Amherst	123 Route 101A	Boston	NH	03031	Boston	15,250	20,331	8/15/2008
4275	Sarasota	8551 Cooper Creek Blvd	Tampa	FL	34241	Sarasota	22,750	20,822	10/3/2008
4276	Port St Lucie	1763 Nw St. Lucke West Blv	West Palm Beach	FL	34945	Jensen Beach/Stuart	15,250	20,207	9/12/2008
4302	Eastridge	2217 Quimby Road	San Francisco	CA	95122	San Francisco	19,165	33,196	11/14/1993
4305	Burbank Ss	401 N. 1St Street	Los Angeles	CA	91502	Los Angeles	19,052	30,444	11/29/1993
4307	Prattville	2730 Legends Parkway	Montgomery	AL	36066	Montgomery	15,437	19,879	8/9/2007
4308	Westbank	901 Manhattan Boulevard	New Orleans	LA	70058	New Orleans	23,602	30,156	1/17/2008
4309	Alexandria Mall	2201 Memorial Drive	Alexandria	LA	71301	Alexandria, LA	15,691	20,563	2/7/2008
4313	La Habra	1020 West Imperial Highway	Los Angeles	CA	90631	Los Angeles	18,839	36,660	7/25/2008
4317	Power And Barnes	5904 Barnes Road	Colorado Springs	CO	80922	Colorado Springs	23,728	29,853	6/21/2007
4320	Cleveland	4520 Frontage Road Nw	Chattanooga	TN	37312	Chattanooga - Clevel	15,234	20,402	3/6/2008
4321	White Oak Village	4531 South Laburnum Ave	Richmond	VA	23231	Richmond	15,250	20,331	10/3/2008
4336	Torrington	1030 Tarringford Street	Hartford	CT	06790	Hartford	16,871	22,090	1/24/2008
4502	Lewisville Ss	715 Hebron Parkway	Dallas/Ft Worth	TX	75057	Dallas/Ft. Worth	25,520	33,861	6/10/2004
4503	Northstar Ss	321 Nw, Loop 410	San Antonio	TX	78216	San Antonio	27,380	42,782	8/28/1995
4505	Little Rock West II	110 Markham Park Drive	Little Rock	AR	72211	Little Rock	21,354	33,966	7/30/1994
4506	North Little Rock Ss	4339 Warden Road	Little Rock	AR	72116	Little Rock	20,518	32,255	8/4/1994
4507	Santa Cruz Mini	1664 Commercial Way	Salinas	CA	95065	Santa Cruz	16,845	27,774	2/24/1997
4508	El Paso East Ss	1313-D George Deiter Drive	El Paso	TX	79936	El Paso	46,172	66,704	8/31/2103
4510	Lubbock Ss	6701 Slide Street	Lubbock	TX	79424	Lubbock	40,594	66,052	8/3/2089

**Non-Store List**

**Exhibit I**

**158 Locations (note: multiple location numbers for given address)**

Location Number	Location Name	Address	City	State	Zip	Square Feet (main buildings)
1120	Hawaii Svc Ctr	98-145 Kaonohi Street	Aiea	HI	96701	-
567	Ardmore DC	1901 Cooper Dr	Ardmore	OK	73401	754,000
111	Ardmore 2Nd Mac	1901 Cooper Dr	Ardmore	OK	73401	-
245	Answer City	1901 Cooper Dr	Ardmore	OK	73401	-
310	Ardmore Rr	1901 Cooper Dr	Ardmore	OK	73401	-
564	Ardmore Prc 567	1901 Cooper Dr	Ardmore	OK	73401	-
706	Ardmore Prr 567	1901 Cooper Dr	Ardmore	OK	73401	-
911	Ardmore Mac	1901 Cooper Dr	Ardmore	OK	73401	-
925	Ardmore Dr 567	1901 Cooper Dr	Ardmore	OK	73401	-
1471	Ardmore Service	1901 Cooper Dr	Ardmore	OK	73401	-
4403	Ardmore Auxiliary1	1901 Cooper Dr	Ardmore	OK	73401	-
4404	Ardmore Auxiliary2	1901 Cooper Dr	Ardmore	OK	73401	-
4407	Webinv1	1901 Cooper Dr	Ardmore	OK	73401	-
4408	Webinv Return	1901 Cooper Dr	Ardmore	OK	73401	-
4409	Ardmore Auxilary3	1901 Cooper Dr	Ardmore	OK	73401	-
4417	Websls1	1901 Cooper Dr	Ardmore	OK	73401	-
4418	Websls3	1901 Cooper Dr	Ardmore	OK	73401	-
4419	Websls7	1901 Cooper Dr	Ardmore	OK	73401	-
4420	Websls9	1901 Cooper Dr	Ardmore	OK	73401	-
4421	Websl10	1901 Cooper Dr	Ardmore	OK	73401	-
4427	Websls2	1901 Cooper Dr	Ardmore	OK	73401	-
4428	Websls4	1901 Cooper Dr	Ardmore	OK	73401	-
4429	Websls8	1901 Cooper Dr	Ardmore	OK	73401	-
4430	Websks11	1901 Cooper Dr	Ardmore	OK	73401	-
4431	Websls12	1901 Cooper Dr	Ardmore	OK	73401	-
4458	Websls26	1901 Cooper Dr	Ardmore	OK	73401	-
4461	Websls29	1901 Cooper Dr	Ardmore	OK	73401	-
4462	Websls30	1901 Cooper Dr	Ardmore	OK	73401	-
4478	Cc Direct I	1901 Cooper Dr	Ardmore	OK	73401	-
4488	Cc Direct Ii	1901 Cooper Dr	Ardmore	OK	73401	-
4493	Web Dropship 2	1901 Cooper Dr	Ardmore	OK	73401	-
4494	Web Dropship 3	1901 Cooper Dr	Ardmore	OK	73401	-
4496	Web Dropship	1901 Cooper Dr	Ardmore	OK	73401	-

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**Non-Store List****Exhibit I****158 Locations (note: multiple location numbers for given address)**

Location Number	Location Name	Address	City	State	Zip	Square Feet (main buildings)
612	Pentagon City	1100 S Hayes St Space 3032	Arlington	VA	60004	-
1435	Miami In Home Srvc	3761 Atlanta Industrial Pk	Atlanta	GA	30122	-
1457	Atlanta In Home Svc	3761 Atlanta Industrial Pk	Atlanta	GA	30122	-
42	Ccs Corp Sales	Po Box 933100	Atlanta	GA	30122	-
52	Ccs Corp Sales Rpos	Po Box 933100	Atlanta	GA	30122	-
255	Bethlehem DC	4000 Township Line Rd	Bethlehem	PA	18020	640,000
114	Bethlehem 2Nd Mac	4000 Township Line Rd	Bethlehem	PA	18020	-
209	Bethlehem Mac 255	4000 Township Line Rd	Bethlehem	PA	18020	-
215	Bethlehem Dr 255	4000 Township Line Rd	Bethlehem	PA	18020	-
228	Bethlehem Rr 255	4000 Township Line Rd	Bethlehem	PA	18020	-
256	Bethlehem Prc 255	4000 Township Line Rd	Bethlehem	PA	18020	-
1465	Bethlehem Service	4000 Township Line Rd	Bethlehem	PA	18020	-
4415	Webinv Return	4000 Township Line Rd	Bethlehem	PA	18020	-
4416	Web Inv 5	4000 Township Line Rd	Bethlehem	PA	18020	-
335	Mid-Atlantic DC	14301 Mattawoman Dr	Brandywine	MD	20613	394,492
375	Mid-Atlantic Dr	14301 Mattawoman Dr	Brandywine	MD	20613	-
1467	Mid Atlantic Service	14301 Mattawoman Dr	Brandywine	MD	20613	-
281	Landover Xdock	14302 Mattawoman Dr	Brandywine	MD	20613	-
227	Landover Xdock Rpos	14303 Mattawoman Dr	Brandywine	MD	20613	-
1459	Dallas In Home Svc	400 Crossing Drive	Bristal	PA	19007	-
45	Philadelphia Svc Ctr	400 Crossing Drive	Bristol	PA	19007	60,509
268	Phila Xdock Rpos	400 Crossing Drive	Bristol	PA	19007	-
559	Phila Xdock	400 Crossing Drive	Bristol	PA	19007	-
1419	Philadelphia Ssr	400 Crossing Drive	Bristol	PA	19007	-
34	Dallas Svc Ctr	3738 Duncanville Rd	Dallas	TX	75236	510,402
1416	Dallas Ssr	3737 Duncanville Rd	Dallas	TX	75236	-
1458	Dallas Home Service	3737 Duncanville Rd	Dallas	TX	75236	-
325	Boston Xdock 750	165 Grove St	Franklin	MA	2038	8,198
289	Boston Xdock Rpos	165 Grove St	Franklin	MA	2038	-
775	Orlando DC	19925 Independence Blvd	Groveland	FL	34736	710,000
46	Orlando Prc	19925 Independence Blvd	Groveland	FL	34736	-
47	Orlando Rr	19925 Independence Blvd	Groveland	FL	34736	-
58	Groveland Service	19925 Independence Blvd	Groveland	FL	34736	-

**Non-Store List**

**Exhibit I**

**158 Locations (note: multiple location numbers for given address)**

Location Number	Location Name	Address	City	State	Zip	Square Feet (main buildings)
110	Orlando Mac	19925 Independence Blvd	Groveland	FL	34736	-
210	Tampa Xdock	19925 Independence Blvd	Groveland	FL	34736	-
722	Orlando 2Nd Mac	19925 Independence Blvd	Groveland	FL	34736	-
778	Orlando Dr	19925 Independence Blvd	Groveland	FL	34736	-
1418	Orlando Ssr	19925 Independence Blvd	Groveland	FL	34736	-
1442	Modesto In Home Srv	19925 Independence Blvd	Groveland	FL	34736	-
1474	Orlando Service	19925 Independence Blvd	Groveland	FL	34736	-
4435	Webinv Return	19925 Independence Blvd	Groveland	FL	34736	-
4436	Web Inv 8	19925 Independence Blvd	Groveland	FL	34736	-
177	Tampa X Dock Rpos	19926 Independence Blvd	Groveland	FL	34736	-
1466	Electronic Services	2629 Us Hyw 19	Holiday	FL	34691	-
9	Vertis Inc.	2010 Westridge Drive Dd2B	Irving	TX	75062	-
73	Atlanta Svc Ctr	1323 West Corporate Court	Lithia Springs	GA	30122	130,000
294	Atlanta Xdock	1324 West Corporate Court	Lithia Springs	GA	30122	-
1436	Atlanta Digital Depo	1325 West Corporate Court	Lithia Springs	GA	30122	-
1470	Dtv Install Group Ec	320 Thornton Rd Ste 112	Lithia Springs	GA	30112	-
344	Livermore DC	400 Longfellow Court	Livermore	CA	94550	615,078
334	Livermore Dr 344	400 Longfellow Court	Livermore	CA	94550	-
345	Livermore Prc 344	400 Longfellow Court	Livermore	CA	94550	-
347	Livermore Rr 344	400 Longfellow Court	Livermore	CA	94550	-
444	Livermore Mac	400 Longfellow Court	Livermore	CA	94550	-
1417	Livermore Ssr	400 Longfellow Court	Livermore	CA	94550	-
1468	Livermore Service	400 Longfellow Court	Livermore	CA	94550	-
4425	Webin Return	400 Longfellow Court	Livermore	CA	94550	-
4426	Web Inv 6	400 Longfellow Court	Livermore	CA	94550	-
4472	Livermore Auxiliary	400 Longfellow Court	Livermore	CA	94550	-
1430	Livermore Ssr	401 Longfellow Court	Livermore	CA	94550	-
587	New Livermore Svc	402 Longfellow Court	Livermore	CA	94550	-
755	Marion DC	1100 Circuit City Rd	Marion	IL	62959	1,078,450
596	Marion 2Nd Mac	1099 Circuit City Rd	Marion	IL	62959	-
59	Marion Svc Ctr Ii	1100 Circuit City Rd	Marion	IL	62959	-
756	Marion Prc	1100 Circuit City Rd	Marion	IL	62959	-
758	Marion Dr	1100 Circuit City Rd	Marion	IL	62959	-

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**Non-Store List**

**Exhibit I**

**158 Locations (note: multiple location numbers for given address)**

Location Number	Location Name	Address	City	State	Zip	Square Feet (main buildings)
769	Marion Rr	1100 Circuit City Rd	Marion	IL	62959	-
771	Marion Mac	1100 Circuit City Rd	Marion	IL	62959	-
1473	Marion Service	1100 Circuit City Rd	Marion	IL	62959	-
4481	Marion Auxiliary1	1100 Circuit City Rd	Marion	IL	62959	-
4482	Marion Auxiliary2	1100 Circuit City Rd	Marion	IL	62959	-
4486	Webinv Return	1100 Circuit City Rd	Marion	IL	62959	-
4487	Webinv4	1100 Circuit City Rd	Marion	IL	62959	-
754	Kearny Xdock	136 Paris St #158	Newark	NJ	07105	19,965
280	Kearny Xdock Rpos	136 Paris St #158	Newark	NJ	07105	-
1075	Cc Direct Iii	2040 Thalbro St	Richmond	VA	23230	-
12	Merchandising Dept	9950 Mayland Dr	Richmond	VA	23233	-
32	Esp Telemarketing	9950 Mayland Dr	Richmond	VA	23233	-
38	Mgmt Train And Devel	9950 Mayland Dr	Richmond	VA	23233	-
50	Officer Evaluation	9950 Mayland Dr	Richmond	VA	23233	-
53	Officer Evaluation	9950 Mayland Dr	Richmond	VA	23233	-
72	Planogram Design Ctr	9950 Mayland Dr	Richmond	VA	23233	-
100	Pc Evaluation Lab	9950 Mayland Dr	Richmond	VA	23233	-
1125	East Coast Install	9950 Mayland Dr	Richmond	VA	23233	-
1413	In/Out Hti Sls Rpos	9950 Mayland Dr	Richmond	VA	23233	-
1427	Richmond Ssr	9950 Mayland Dr	Richmond	VA	23233	-
1431	Inbound Hti Sls Rpos	9950 Mayland Dr	Richmond	VA	23233	-
4422	Websls13	9950 Mayland Dr	Richmond	VA	23233	-
4423	Websls14	9950 Mayland Dr	Richmond	VA	23233	-
4424	Websls15	9950 Mayland Dr	Richmond	VA	23233	-
4432	Websls16	9950 Mayland Dr	Richmond	VA	23233	-
4433	Websls17	9950 Mayland Dr	Richmond	VA	23233	-
4434	Websls18	9950 Mayland Dr	Richmond	VA	23233	-
4437	Webinv2	9950 Mayland Dr	Richmond	VA	23233	-
4439	Websls19	9950 Mayland Dr	Richmond	VA	23233	-
4440	Websls20	9950 Mayland Dr	Richmond	VA	23233	-
4441	Websls21	9950 Mayland Dr	Richmond	VA	23233	-
4443	Websls22	9950 Mayland Dr	Richmond	VA	23233	-
4447	Web Music	9950 Mayland Dr	Richmond	VA	23233	-

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**Non-Store List**

**Exhibit I**

**158 Locations (note: multiple location numbers for given address)**

Location Number	Location Name	Address	City	State	Zip	Square Feet (main buildings)
4495	Webinv Dropship	9950 Mayland Dr	Richmond	VA	23233	-
1410	Install Market 1	9953 Mayland Dr	Richmond	VA	23233	-
1411	Inbound Hti Sales	9953 Mayland Dr	Richmond	VA	23233	-
1412	Outbound Hti Sales	9953 Mayland Dr	Richmond	VA	23233	-
1415	Warranty Admin Exch	9953 Mayland Dr	Richmond	VA	23233	-
1462	Warr Admin	9953 Mayland Dr	Richmond	VA	23233	-
525	Ditan Virtual Whse	2400 Main Street	Sayreville	NJ	08872	-
556	Aec Disp90	299 Omicrom Court	Shepherdsville	KY	40165	-
658	Aec Distribution Whs	300 Omicrom Court	Shepherdsville	KY	40165	-
555	Aec Rtv	301 Omicrom Court	Shepherdsville	KY	40165	-
1426	Tampa Ssr	3401 Queen Palm Dr	Tampa	FL	33619	-
353	Industry DC	680 S Lemon Ave	Walnut	CA	91789	918,848
355	Industry Prc 353	500 S Cheryl Lane	Walnut	CA	91789	-
222	Industry Mac	501 S Cheryl Lane	Walnut	CA	91789	-
447	Industry Rr 353	501 S Cheryl Lane	Walnut	CA	91789	-
717	Import Distribution	501 S Cheryl Lane	Walnut	CA	91789	-
4470	Walnut Auxiliary1	501 S Cheryl Lane	Walnut	CA	91789	-
4471	Walnut Auxiliary1	501 S Cheryl Lane	Walnut	CA	91789	-
4476	Webinv Return	501 S Cheryl Lane	Walnut	CA	91789	-
4477	Webinv3	501 S Cheryl Lane	Walnut	CA	91789	-
299	Walnut Xdock Rpos	505 S Cheryl Lane	Walnut	CA	91789	-
574	Walnut Xdock	505 S Cheryl Lane	Walnut	CA	91789	-
1428	Olympic Ssr	505 S Cheryl Lane	Walnut	CA	91789	-
582	Olympic Svc Ctr	506 S Cheryl Lane	Walnut	CA	91789	-
200	Industry 2Nd Mac	680 S Lemon Ave	Walnut	CA	91789	-
358	Industry Dr 353	680 S Lemon Ave	Walnut	CA	91789	-

## **EXHIBIT 2**

### **CIRCUIT CITY SALE GUIDELINES**

Notwithstanding anything in the Agency Agreement<sup>1</sup> to the contrary, the following procedures shall apply to any store location sales (each a "Sale" and collectively, "Sales") to be held at the Merchant's Closing Locations:

- A. The Sales shall be conducted so that the Closing Locations in which sales are to occur will remain open no longer than during the normal hours of operation provided for in the respective leases for the Closing Locations.
- B. Within a shopping center, Agent shall not distribute handbills, leaflets or other written materials to customers outside of any Closing Locations' premises, unless permitted by the lease or, if distribution is customary in the shopping center in which such Closing Location is located. Otherwise, Agent may solicit customers in the Closing Locations themselves.
- C. At the conclusion of the Sales, Agent shall vacate the Closing Locations in broomclean condition, and shall leave the Locations in the same condition as on Sale Commencement Date, ordinary wear and tear excepted, in accordance with Section 6.2 of the Agency Agreement.
- D. All display and hanging signs used by the Agent in connection with the Sales shall be professionally produced and all hanging signs shall be hung in a professional manner. The Merchant and the Agent may advertise the Sale as a "going out of business", "store closing" or similar themed sale. The Merchant and the Agent shall not use neon or day-glo signs. Furthermore, with respect to enclosed mall locations, no exterior signs or signs in common areas of a mall shall be used. Nothing contained herein shall be construed to create or impose upon the Agent any additional restrictions not contained in the applicable lease agreement. In addition, the Merchant and the Agent shall be permitted to utilize exterior banners at non-enclosed mall Closing Location locations or at mall locations if the Closing Location has a separate entrance from a parking lot; provided, however, that such banners shall be located or hung so as to make clear that the Sale is being conducted only at the affected Closing Location and shall not be wider than the storefront of the Closing Location. In addition, the Merchant and the Agent shall be permitted to utilize sign walkers, A-frame, interior and exterior banners and similar signage, notwithstanding any state, county or local law or ordinance.

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<sup>1</sup> Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in Agency Agreement dated as of [ ], 2009, by and between [ ], and Circuit City Stores, Inc., Circuit City Stores West Coast, Inc., a California corporation, and CCI's other direct and indirect subsidiaries (the "Agency Agreement").



E. Conspicuous signs shall be posted in each of the affected Closing Locations to effect that all sales are “final”.

F. Except with respect to the hanging of exterior banners, the Agent shall not make any alterations to the storefront or exterior walls of any Closing Locations.

G. The Agent shall not make any alterations to interior or exterior Closing Location lighting. No property of the landlord of a Closing Location shall be removed or sold during the Sales.

H. Agent shall keep Closing Location premises and surrounding area clear and orderly consistent with present practices.

I. Agent may sell owned FF&E located in the Closing Locations during the Sale; provided, that the FF&E is not the property of the applicable landlord (of which Merchant shall advise Agent promptly after the Sale Commencement Date). The Merchant or the Agent, as the case may be, may advertise the sale of the FF&E consistent with the guidelines provided in paragraphs B and D hereof. Additionally, the purchasers of any FF&E sold during the sale shall only be permitted to remove the FF&E either through the back shipping areas or through other areas after store business hours.

J. At the conclusion of the Sale at each Closing Location, pending assumption or rejection of applicable leases, the landlords of the Closing Locations shall have reasonable access to the Closing Locations’ premises as set forth in the applicable leases. The Merchant, the Agent and their agents and representatives shall continue to have exclusive and unfettered access to the Closing Locations.

**EXHIBIT 12.1(m)**

**Cost Factor Threshold (as % of Retail Price)**

Incremental Cost Factor Percentage	Cost Factor	Guarantee %	Decremental Percent in Guarantee
0.10%	68.30%	58.940%	-0.670%
0.10%	68.20%	59.610%	-0.650%
0.10%	68.10%	60.260%	-0.630%
0.10%	68.00%	60.890%	-0.610%
0.10%	67.90%	61.500%	-0.590%
0.10%	67.80%	62.090%	-0.570%
0.10%	67.70%	62.660%	-0.550%
0.10%	67.60%	63.210%	-0.530%
0.10%	67.50%	63.740%	-0.510%
0.10%	67.40%	64.250%	-0.490%
0.10%	67.30%	64.740%	-0.470%
0.10%	67.20%	65.210%	-0.450%
0.10%	67.10%	65.660%	-0.430%
0.10%	67.00%	66.090%	-0.410%
0.10%	66.90%	66.500%	-0.390%
0.10%	66.80%	66.890%	-0.370%
0.10%	66.70%	67.260%	-0.350%
0.10%	66.60%	67.610%	-0.330%
0.10%	66.50%	67.940%	-0.310%
0.10%	66.40%	68.250%	-0.290%
0.10%	66.30%	68.540%	-0.270%
0.10%	66.20%	68.810%	-0.250%
0.10%	66.10%	69.060%	-0.230%
0.10%	66.00%	69.290%	-0.210%
0.10%	65.90%	69.500%	-0.190%
0.10%	65.80%	69.690%	-0.170%
0.10%	65.70%	69.860%	-0.150%
0.10%	65.60%	70.010%	-0.130%
0.10%	65.50%	70.140%	-0.110%
0.10%	65.40%	70.250%	-0.090%
0.10%	65.30%	70.340%	-0.070%
0.10%	65.20%	70.410%	-0.050%
0.10%	65.10%	70.460%	-0.030%
0.10%	65.00%	70.490%	-0.010%
<b>64.90% 70.500%</b>			

## EXHIBIT 12.1(I)

### MERCHANDISE CEILING (\$000's)

Incremental Dollars in Inventory	Cost Value of Merchandise	Guarantee %	Guarantee \$	Guarantee Increase / (Decrease)	Decremental Percent in Guarantee
10,000	1,500,000	60.00%	900,000	(8,900)	-1.000%
10,000	1,490,000	61.00%	908,900	(7,960)	-0.950%
10,000	1,480,000	61.95%	916,860	(7,035)	-0.900%
10,000	1,470,000	62.85%	923,895	(6,125)	-0.850%
10,000	1,460,000	63.70%	930,020	(5,230)	-0.800%
10,000	1,450,000	64.50%	935,250	(4,350)	-0.750%
10,000	1,440,000	65.25%	939,600	(3,485)	-0.700%
10,000	1,430,000	65.95%	943,085	(2,635)	-0.650%
10,000	1,420,000	66.60%	945,720	(1,800)	-0.600%
10,000	1,410,000	67.20%	947,520	(980)	-0.550%
10,000	1,400,000	67.75%	948,500	(175)	-0.500%
10,000	1,390,000	68.25%	948,675	615	-0.450%
10,000	1,380,000	68.70%	948,060	1,390	-0.400%
10,000	1,370,000	69.10%	946,670	2,150	-0.350%
10,000	1,360,000	69.45%	944,520	2,895	-0.300%
10,000	1,350,000	69.75%	941,625	3,625	-0.250%
10,000	1,340,000	70.00%	938,000	4,340	-0.200%
10,000	1,330,000	70.20%	933,660	5,040	-0.150%
10,000	1,320,000	70.35%	928,620	5,725	-0.100%
10,000	1,310,000	70.45%	922,895	6,395	-0.050%
<b>CEILING</b>	<b>1,300,000</b>	<b>70.50%</b>	<b>916,500</b>		

### MERCHANDISE THRESHOLD (\$000's)

Decremental Dollars in Inventory	Cost Value of Merchandise	Guarantee %	Guarantee \$	Guarantee Increase / (Decrease)	Decremental Percent in Guarantee
<b>THRESHOLD</b>	<b>1,150,000</b>	<b>70.50%</b>	<b>810,750</b>		
10,000	1,140,000	70.45%	803,130	(7,620)	-0.050%
10,000	1,130,000	70.35%	794,955	(8,175)	-0.100%
10,000	1,120,000	70.20%	786,240	(8,715)	-0.150%
10,000	1,110,000	70.00%	777,000	(9,240)	-0.200%
10,000	1,100,000	69.75%	767,250	(9,750)	-0.250%
10,000	1,090,000	69.45%	757,005	(10,245)	-0.300%

10,000	1,080,000	69.10%	746,280	(10,725)	-0.350%
10,000	1,070,000	68.70%	735,090	(11,190)	-0.400%
10,000	1,060,000	68.25%	723,450	(11,640)	-0.450%
10,000	1,050,000	67.75%	711,375	(12,075)	-0.500%
10,000	1,040,000	67.20%	698,880	(12,495)	-0.550%
10,000	1,030,000	66.60%	685,980	(12,900)	-0.600%
10,000	1,020,000	65.95%	672,690	(13,290)	-0.650%
10,000	1,010,000	65.25%	659,025	(13,665)	-0.700%
10,000	1,000,000	64.50%	645,000	(14,025)	-0.750%
10,000	990,000	63.70%	630,630	(14,370)	-0.800%
10,000	980,000	62.85%	615,930	(14,700)	-0.850%
10,000	970,000	61.95%	600,915	(15,015)	-0.900%
10,000	960,000	61.00%	585,600	(15,315)	-0.950%
10,000	950,000	60.00%	570,000	(15,600)	-1.000%

Circuit City Stores, Inc.  
Occupancy Schedule for 567 Stores  
Per Diem based on TTM thru November 30, 2008

Loc #	Location Name	Rent	Utilities	Guard Service	Contract Cleaning	Misc. Occ	Alarm Monitoring	CAM	Building Maint/Repairs	TSS IBM Maint Exp	Insurance General	Licenses	Real Estate Tax	Personal Property Tax	Total
230	Almaden Plaza	1,651	232	-	66	-	4	214	83	98	72	7	202	17	2,644
231	Stevens Creek Ss	-	457	-	94	27	4	-	127	102	81	7	240	13	1,152
232	San Mateo Ss	233	229	-	72	72	7	-	94	89	60	25	101	7	989
233	Sunnyvale	2,395	358	-	66	33	4	-	76	86	64	6	60	23	3,171
234	Hayward Ss	2,313	298	-	80	-	4	148	66	91	65	15	380	21	3,482
237	Santa Rosa Ss	1,725	258	-	66	-	2	75	90	87	87	10	69	12	2,481
239	Modesto Ss	1,561	279	1	74	20	4	298	107	90	69	53	115	23	2,694
240	Emeryville Ss	1,208	376	-	77	-	4	230	434	86	64	49	320	20	2,868
241	Stockton Ss	852	286	25	83	12	5	67	45	87	59	38	108	10	1,678
242	Van Ness Ss	2,198	275	-	212	149	1	555	132	90	63	-	137	47	3,859
249	Moreno Valley Ss	-	409	-	66	43	4	24	52	92	68	28	187	-	973
250	Elk Grove	1,527	275	1	67	4	4	88	79	91	84	1	125	15	2,362
251	Citrus Heights Ss	1,633	404	1	70	27	4	-	76	89	75	0	206	18	2,604
252	Arden Way Ss	2,546	311	2	70	37	4	19	51	88	75	-	144	5	3,351
253	Daly City Ss	1,169	333	-	86	3	4	101	285	94	73	66	195	12	2,422
270	Las Vegas I Ss	1,237	243	1	64	2	2	110	74	90	35	23	185	25	2,093
271	Reno Ss	1,874	427	-	86	-	3	128	74	86	53	40	204	16	2,992
272	Las Vegas II Ss	851	239	3	79	9	5	18	146	91	61	28	97	5	1,633
401	Hollywood Ss	1,981	213	-	87	50	4	-	188	89	69	81	447	3	3,212
403	Santa Monica	2,383	351	0	54	34	4	-	125	88	61	121	195	27	3,444
404	Torrance Ss	2,901	332	3	81	23	5	-	63	88	80	102	337	33	4,048
405	Buena Park Ss	1,447	460	-	62	-	5	142	77	89	62	5	284	20	2,653
406	Pasadena Ss	639	424	1	69	37	5	-	74	93	82	3	84	26	1,538
407	Orange Ss	346	298	2	92	2	5	95	158	88	51	8	61	6	1,211
408	Lakewood Ss	1,110	411	2	75	-	4	417	44	91	70	10	193	20	2,446
409	San Bernardino Ss	1,731	486	6	64	1	4	135	135	89	80	67	160	39	2,996
410	Northridge Ss	1,965	320	-	63	13	4	122	78	88	65	87	118	24	2,946
411	Palmdale Ss	1,497	402	-	67	2	4	78	124	90	86	2	264	27	2,642
414	Laguna Hills Ss	2,291	507	-	70	43	4	-	64	85	84	1	326	30	3,505
416	Huntington Beach Ss	2,589	262	-	74	-	6	292	87	93	70	2	564	26	4,064
417	Montclair Ss	984	410	2	66	-	5	147	147	89	65	14	118	52	2,098
419	Woodland Hills Ss	2,557	300	2	70	1	5	432	117	88	72	87	228	30	3,987
420	West Covina Ss	1,127	450	-	84	2	4	320	54	91	67	14	98	20	2,330
421	Van Nuys Ss	460	201	0	82	2	4	58	81	88	69	88	131	17	1,284
423	Fresno Ss	557	485	1	64	-	4	108	108	87	115	53	116	20	1,718
424	Bakersfield Ss	1,133	294	3	77	-	4	68	140	88	78	8	146	4	2,042
425	Montebello Ss	1,084	394	0	62	-	4	237	91	92	87	26	215	34	2,327
427	Norwalk Ss	841	339	1	70	-	4	153	48	89	52	6	134	6	1,743
428	La Cienega Ss	913	191	-	70	-	2	207	87	88	60	61	104	9	1,791
429	Ventura Ss	1,439	283	-	72	1	1	118	78	89	73	30	232	28	2,444
432	National City Ss	1,319	291	-	73	-	5	52	54	88	80	6	73	10	2,052
433	Grossmont Ss	2,199	354	-	68	-	4	124	85	87	83	3	157	21	3,183
434	Point Loma Ss	1,551	307	-	70	-	6	290	73	89	60	3	169	8	2,624
443	Clairemont Ss	1,151	263	-	60	-	4	259	123	86	72	2	115	7	2,144
446	Palos Verdes Ss	1,725	357	-	66	-	4	171	63	87	61	12	113	14	2,673
450	Victorville Mini	1,412	359	-	56	-	4	103	82	91	88	3	157	31	2,386
505	Fairview Heights Ss	681	237	-	60	-	5	73	89	88	41	0	106	-	1,381
506	St Peters Ss	1,697	162	-	55	36	3	-	88	88	33	0	502	26	2,690
508	Irving Ss	1,431	241	1	75	-	2	222	94	88	40	0	134	123	2,452
509	Valley View Ss	1,505	299	2	57	-	3	94	93	88	54	1	688	113	2,997
516	Highland Ss	1,303	236	1	67	2	4	113	67	89	37	71	453	-	2,445
518	Pembroke Pines	1,343	412	-	73	3	2	124	149	90	45	81	369	9	2,700
519	Atlantic City Ss	1,515	315	4	69	-	4	150	159	90	47	1	293	-	2,649
522	Two Notch Ss	1,096	257	1	55	-	2	33	71	80	36	42	201	13	1,886
530	South County Ss	705	141	-	54	45	1	-	93	81	50	-	142	7	1,319
532	Chesterfield Commons	1,267	172	-	54	-	3	162	45	82	29	7	273	25	2,120
533	St Louis Mills Mall	1,394	166	-	66	1	3	278	69	83	25	14	381	42	2,521
535	Gravois Bluff	1,469	164	1	54	-	1	98	97	85	27	-	189	15	2,199
538	Alameda Ss	915	235	10	51	6	4	92	53	84	25	-	330	56	1,861
541	West Oaks Ss	622	466	-	65	34	6	3	194	84	32	1	181	59	1,748
542	Willowbrook Ss	1,581	325	3	68	-	5	99	142	88	60	3	213	109	2,696
543	Plano Ss	1,510	476	0	57	-	4	133	99	85	50	-	332	73	2,820
544	S Arlington Ss	1,665	288	-	59	2	4	260	123	83	49	-	281	127	2,942
545	Hulen Ss	1,028	260	1	63	-	5	97	65	81	30	-	341	74	2,044
546	Mesquite Ss	1,603	426	-	63	39	3	23	45	82	50	-	314	160	2,808
569	Cedar Hill Ss	1,246	326	-	65	-	4	109	67	83	27	2	352	122	2,403
570	Savannah Ss	1,582	243	-	58	1	4	108	144	84	60	28	236	131	2,680
571	Brandon Ss	965	346	1	75	47	4	-	115	73	41	1	172	23	1,862
576	Reading Ss	728	209	-	69	-	5	105	331	82	49	69	224	-	1,871
589	Hickory Ss	1,262	131	-	40	-	2	51	48	75	26	19	111	2	1,768
593	Chesapeake Mini	1,018	196	-	59	-	5	40	56	74	28	70	80	23	1,648
597	Great Hills Ss	1,314	77	-	66	-	2	123	70	83	46	-	687	94	2,561
598	Sunset Valley Ss	775	215	-	70	2	5	46	107	82	37	-	117	63	1,517
700	Cottman Ss	1,651	327	1	68	65	4	-	77	83	42	139	316	-	2,774

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Loc #	Location Name	Rent	Utilities	Guard Service	Contract Cleaning	Misc. Occ	Alarm Monitoring	CAM	Building Maint/ Repairs	TSS IBM Maint Exp	Insurance General	Licenses	Real Estate Tax	Personal Property Tax	Total
704	Waldorf Ss	976	286	-	67	2	4	125	84	78	43	5	90	54	1,815
711	Valley Forge	2,121	445	-	64	-	4	145	139	82	45	-	216	-	3,262
725	State Road Ss	770	259	-	58	-	5	163	112	81	36	83	111	-	1,678
734	Cherry Hill Ss	1,834	440	-	61	1	5	182	102	89	56	2	404	-	3,176
743	Willow Grove	1,855	295	-	67	-	5	71	57	84	31	76	208	-	2,750
759	Barboursville Cc	1,096	195	1	51	40	4	52	175	84	40	175	84	65	2,062
762	Charleston	1,170	178	-	58	-	4	72	167	81	45	303	103	73	2,254
766	Daytona Ss	1,176	400	-	59	1	4	52	100	77	46	11	136	22	2,083
784	Wheaton Ss	1,761	440	-	63	5	5	268	130	74	46	5	274	23	3,094
785	Annapolis Cc	1,352	438	2	61	-	5	153	99	73	39	5	122	20	2,369
800	Augusta Ss	1,080	294	1	58	-	4	49	113	82	40	8	99	60	1,890
802	Springfield Ss	1,844	230	-	71	-	4	48	96	71	40	92	240	12	2,749
805	Chesterfield	642	297	-	61	55	4	-	138	82	75	123	155	8	1,641
814	Potomac Mills Ss	1,123	199	1	58	-	5	188	99	71	29	66	89	29	1,956
815	Knoxville Ss	623	184	1	57	2	4	100	84	72	49	163	131	4	1,475
817	Va Beach Ss	1,312	233	1	62	26	4	-	340	77	83	161	122	70	2,491
820	Greensboro Ss	1,404	144	-	57	-	4	160	63	76	46	6	89	21	2,070
823	Spartanburg Ss	678	227	1	56	-	5	41	103	83	32	68	122	11	1,427
824	Largo Ss	1,340	426	27	65	-	4	137	84	74	42	5	232	47	2,485
827	Hoover Ss	1,552	268	-	58	-	4	114	99	81	54	103	388	18	2,740
828	New Tampa Ss	1,533	328	2	75	-	9	160	153	77	49	24	287	29	2,725
830	Winston Salem Ss	1,465	233	0	64	13	4	-	156	75	68	2	275	7	2,362
831	Gastonia Ss	1,596	181	0	70	40	3	-	98	75	31	1	171	16	2,283
832	Pensacola Ss	820	272	2	64	0	5	49	102	82	36	3	126	15	1,578
835	Roanoke Ss	1,402	139	-	64	-	3	60	65	85	53	125	123	20	2,139
836	Glen Burnie Ss	574	363	1	70	-	4	148	144	70	30	5	80	24	1,513
837	Orlando South Ss	1,386	291	0	69	2	4	177	110	75	48	2	135	21	2,320
838	Orlando Central Ss	1,621	360	3	71	2	1	267	111	76	34	16	264	23	2,848
839	Orlando North Ss	1,122	303	-	70	1	4	126	83	72	37	1	162	25	2,007
840	Raleigh Ss	1,322	257	-	59	26	4	-	133	76	42	42	203	15	2,178
843	Rivergate	1,338	212	0	61	-	4	97	97	74	33	61	189	5	2,171
845	Independence	2,023	177	-	58	-	4	159	66	75	33	5	99	10	2,709
846	Galthersburg Ss	1,514	443	1	61	-	5	-	94	72	30	5	85	12	2,321
848	North Ft Lauderdale	2,531	438	-	71	-	4	196	81	77	43	2	257	9	3,711
849	Dadeland Ss	2,583	345	-	76	-	5	799	144	88	48	5	395	21	4,509
850	Durham Ss	906	214	2	64	-	5	88	96	74	63	0	92	6	1,611
851	Chattanooga Ss	1,609	309	1	45	1	5	123	305	81	55	180	277	6	2,997
852	Fayetteville Ss	2,030	236	6	69	77	4	-	198	73	58	19	64	14	2,849
854	Route 40 West Ss	1,488	362	43	62	69	2	-	99	74	42	5	112	31	2,388
855	Huntsville Ss	1,361	250	-	59	1	4	74	120	74	72	137	76	11	2,239
856	Mobile Ss	1,034	240	0	64	2	5	100	45	84	43	30	102	3	1,752
857	Dale Mabry Ss	2,455	248	-	68	6	2	10	63	74	34	23	179	19	3,179
859	Aventura Ss	973	335	3	74	6	4	172	92	88	50	18	297	18	2,130
861	Hialeah Ss	1,215	309	0	72	1	4	171	144	84	35	31	185	21	2,273
862	W Palm Beach Ss	1,944	520	-	70	71	4	-	287	84	51	20	352	24	3,428
863	Coral Springs	1,624	460	-	76	-	6	197	78	85	45	3	357	10	2,940
865	Greenville Ss	1,034	243	1	65	3	4	103	85	84	34	61	181	10	1,909
866	Rockville Ss	2,007	413	11	65	1	5	199	136	70	47	5	271	41	3,273
867	Lakeland Ss	893	351	-	78	-	7	76	235	75	37	4	104	19	1,880
868	Charleston Ss	1,010	262	1	58	-	4	72	117	85	58	66	126	-	1,860
871	The Commons Ss	1,241	250	-	52	-	5	101	65	84	37	145	399	11	2,389
876	St Petersburg Ss	1,577	383	0	75	3	4	68	84	74	45	28	309	20	2,672
877	St Matthews Ss	1,695	192	1	53	-	4	38	132	72	45	17	46	50	2,343
878	Florence Ss	463	170	-	54	34	4	-	77	83	28	26	100	55	1,094
888	South Blvd Ccss	1,391	194	-	61	-	4	128	90	72	68	24	120	9	2,162
890	Bailey'S Xroads Ss	1,974	213	3	68	-	4	240	126	74	48	114	91	44	2,999
891	Clearwater Ss	2,022	489	-	63	29	4	-	106	75	42	24	337	16	3,207
892	Atlantic Blvd Ss	1,485	292	1	66	-	5	94	89	73	38	5	139	24	2,310
894	Dixie Hwy Ss	-	162	-	56	50	5	-	93	73	51	-	56	37	583
896	Columbia Ss	1,012	230	-	57	-	4	62	82	83	36	37	229	11	1,842
897	Bradenton Ss	979	262	0	76	-	4	133	95	71	38	1	135	16	1,811
910	Tri-County Ss	1,613	238	-	54	6	4	51	283	87	32	59	128	-	2,555
913	Port Richey Ss	900	291	-	67	-	5	109	86	73	31	1	165	18	1,748
921	Asheville Ss	1,066	200	-	62	1	4	60	96	75	45	36	64	6	1,715
922	Fort Myers Ss	1,098	325	-	74	-	4	206	89	86	40	26	244	32	2,225
949	Allentown Ss	1,424	193	-	72	125	5	-	65	81	47	114	193	-	2,320
1600	Harrisonburg Ms	1,232	209	-	64	-	3	71	238	88	39	108	36	15	2,103
1601	Fredericksburg Ss	1,446	192	-	60	-	2	38	97	72	52	129	114	34	2,235
1602	Tyler Micro	629	211	-	97	1	4	53	97	84	22	-	84	53	1,336
1603	Longview Micro	601	104	13	74	51	4	-	123	82	33	-	81	48	1,213
1607	Jacksonville Nc	937	208	-	62	20	5	-	84	72	43	15	98	5	1,549
1608	Wilmington Mini	774	177	-	71	24	1	-	136	75	45	23	48	4	1,377
1609	Winchester Micro	1,538	150	-	59	2	4	93	62	87	62	159	87	67	2,370
1610	Waco	830	334	-	59	12	4	84	102	81	40	-	258	111	1,913

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1614	Redding Mini	1,288	278	-	58	21	4	-	68	82	71	1	135	12	2,016
1616	Anderson Sc Mini	881	157	-	58	-	4	17	71	85	26	50	149	11	1,511
1618	Monterey Mini	1,222	370	4	64	-	4	54	78	86	76	61	148	11	2,176
1624	College Station Micr	748	193	-	65	3	2	45	87	80	39	-	130	65	1,458
1627	Florence	1,233	261	-	58	27	4	-	81	84	27	-	132	8	1,915
1638	Cheyenne	556	150	-	77	48	4	-	53	81	27	-	36	3	1,034
1645	Salisbury Nc	692	126	-	59	-	4	16	85	72	23	8	69	5	1,159
1681	Albany	1,014	185	-	59	-	4	27	86	86	54	14	136	65	1,730
1683	Altoona	956	138	-	58	38	4	-	88	83	40	-	8	-	1,414
1687	Houma	766	151	4	73	7	4	15	122	81	40	3	76	75	1,418
1693	State College	1,401	182	-	61	-	4	85	73	83	35	-	154	-	2,078
1695	Victor	1,374	196	-	58	-	4	144	59	86	46	-	127	-	2,094
3100	West Broad Ss	895	176	15	63	68	3	-	139	93	47	132	83	71	1,785
3103	Oxford Valley Ss	1,338	434	0	80	-	4	79	69	90	52	108	176	-	2,429
3104	Lawrenceville Ss	3,113	355	2	88	103	5	-	127	83	45	2	281	-	4,202
3106	Southpark	1,372	204	-	57	41	4	-	117	65	51	109	129	5	2,155
3108	South Portland Me	1,536	290	-	82	79	4	-	59	82	54	1	276	9	2,472
3111	Schaumburg Ss	1,438	230	11	51	-	5	74	124	84	40	1	686	-	2,745
3112	Downers Grove Ss	1,644	314	-	55	68	4	-	161	81	36	-	87	-	2,451
3113	Ford City Ss	1,333	297	133	64	3	6	98	163	84	48	0	773	-	3,004
3120	Berwyn Ss	850	298	-	51	3	4	99	102	82	30	2	371	-	1,893
3121	Naperville Ss	1,087	158	-	64	1	5	92	71	89	32	-	195	-	1,793
3125	Bloomingsdale Ss	355	216	1	62	-	5	119	71	82	35	0	270	-	1,215
3126	Orland Hills Ss	942	266	-	59	-	5	111	116	84	40	5	160	-	1,788
3127	Gurnee Mills	1,698	286	-	59	-	4	298	113	83	66	3	265	-	2,875
3128	Merrillville Ss	1,016	277	-	54	41	4	10	340	86	58	-	276	-	2,162
3129	Algonquin	1,401	208	-	59	1	5	126	63	85	29	-	62	-	2,040
3131	Lincoln Park Ss	1,350	60	11	61	-	5	308	93	80	42	25	441	-	2,477
3133	Burnsville Ss	575	276	-	68	-	4	213	104	84	34	1	262	-	1,621
3134	Rosedale Ss	753	238	-	73	1	5	116	122	84	33	1	166	-	1,592
3135	Woodbury Mini	1,008	214	-	68	-	4	133	59	83	30	1	285	-	1,884
3136	Southdale Ss	1,509	270	-	71	0	5	128	81	84	37	1	435	-	2,621
3137	Maplewood Ss	971	228	0	66	54	5	-	86	84	33	1	381	-	1,907
3139	Ridgedale Ss	1,379	234	-	60	1	5	87	102	83	35	1	391	-	2,376
3140	St Cloud Ss	757	215	-	58	-	5	65	105	83	45	1	299	-	1,632
3141	Newington	2,155	546	1	93	107	4	-	145	83	55	0	296	31	3,515
3142	Buckland Hills	1,598	586	3	144	30	4	136	190	81	53	0	436	17	3,279
3143	Milford/Orange	1,985	453	-	82	5	2	160	62	83	31	1	82	16	2,961
3144	North Haven	1,138	501	0	87	79	4	-	246	80	52	1	194	15	2,397
3146	E Springfield Ss	1,354	446	-	84	48	1	-	191	85	53	1	293	4	2,559
3147	Binghamton Ss	1,406	362	-	68	-	4	232	99	81	66	-	505	-	2,824
3149	Utica Mini	521	329	-	82	-	4	86	201	86	44	-	164	-	1,518
3150	Carousel Center	1,364	386	-	69	-	6	457	73	83	57	-	995	-	3,488
3151	Cheektowaga Ss	2,391	370	-	54	-	3	262	77	84	47	1	222	-	3,513
3152	Amherst Ss	1,177	548	-	61	1	4	151	81	83	47	2	214	-	2,369
3153	Hamburg Micro	611	224	-	56	84	4	-	77	86	36	1	191	-	1,370
3154	Greece Ss	827	282	0	76	-	4	206	192	86	36	-	357	-	2,066
3157	Christiana	1,755	351	-	59	1	4	74	80	83	72	628	97	-	3,203
3158	Wilmington/Concord	1,668	365	2	64	59	4	-	129	85	85	592	110	-	3,163
3159	Holyoke Ss	1,714	286	-	86	-	4	196	83	83	39	0	393	2	2,886
3160	Albany 1 Ss	1,682	400	-	57	-	3	132	87	81	64	-	642	-	3,148
3164	Salisbury Mini	826	350	5	65	17	4	-	109	82	47	5	139	99	1,749
3166	Bel Air Ss	1,175	362	1	63	-	4	123	123	74	31	5	83	25	2,069
3167	Peoria/Westlake Ss	656	278	1	58	-	6	317	104	84	51	-	108	-	1,662
3168	Bloomington Mini	897	212	-	71	8	5	76	43	82	37	-	97	-	1,529
3169	Springfield II Ss	1,281	403	0	54	1	5	73	118	82	49	-	244	-	2,309
3170	Champaign/Urbana Ss	1,302	349	-	54	43	5	6	232	84	46	-	262	-	2,383
3175	Brookfield Ss	1,724	195	-	64	-	4	133	91	84	51	0	301	12	2,661
3176	Southridge	1,445	348	-	80	45	4	-	109	83	53	0	282	5	2,454
3177	Racine	1,663	238	-	56	-	3	49	82	83	32	0	128	5	2,339
3184	West Madison I	1,516	286	-	62	55	5	-	84	85	46	1	310	-	2,450
3185	East Madison II	1,269	337	-	57	51	4	-	88	84	28	1	339	2	2,259
3186	Mishawaka	910	242	-	57	0	4	110	110	84	50	-	219	-	1,787
3187	Canton Ss	1,056	210	0	56	13	3	75	136	85	35	57	248	4	1,977
3189	Dayton Mall Ss	434	249	-	70	41	5	-	68	83	43	52	152	-	1,196
3192	Greenwood	1,157	160	-	56	0	3	58	48	85	43	-	64	-	1,672
3193	Castleton Ss	1,256	205	-	49	-	4	68	247	88	31	-	168	-	2,116
3194	Columbus	1,101	168	0	53	4	3	-	72	82	30	-	153	36	1,701
3196	Beaver Ss Oh	1,372	198	-	67	-	4	72	23	84	28	43	163	-	2,053
3197	Poughkeepsie Ss	1,768	422	-	85	59	4	-	179	84	57	-	548	-	3,205
3198	Rockford Ss	1,424	261	5	60	1	4	62	107	83	45	-	349	-	2,399
3200	Columbus Ss	1,236	292	8	54	-	5	83	82	86	51	217	157	102	2,373
3202	Gainesville Ss	597	322	-	65	33	5	9	67	72	40	3	112	5	1,330
3203	Sarasota Ss	1,591	306	-	71	61	4	1	72	72	38	1	48	15	2,281

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Loc #	Location Name	Rent	Utilities	Guard Service	Contract Cleaning	Misc. Occ	Alarm Monitoring	CAM	Building Maint/ Repairs	TSS IBM Maint Exp	Insurance General	Licenses	Real Estate Tax	Personal Property Tax	Total
3204	Ft Walton Mini	291	201	-	82	-	5	29	172	86	30	0	59	7	961
3205	Naples Ss	871	322	-	67	-	2	88	54	92	51	1	146	16	1,707
3206	Lafayette Ss	1,042	343	-	67	35	5	-	593	83	49	3	79	89	2,389
3207	West Dade Ss	1,165	449	2	78	-	6	199	203	87	65	3	215	19	2,491
3212	Ablene	1,140	308	-	55	11	4	-	98	85	41	-	280	73	2,096
3215	Wichita West Ss	1,210	226	-	61	3	4	81	136	81	45	-	274	16	2,136
3217	Springfield Mo Ss	1,250	217	-	50	35	4	-	97	86	58	18	152	9	1,976
3218	Lincoln Ss	413	167	-	57	2	4	64	104	81	30	-	117	-	1,039
3219	Columbia Ss	1,264	272	3	58	3	4	93	122	81	41	2	106	10	2,058
3226	Cool Springs	1,544	209	5	60	-	4	80	55	71	30	111	211	9	2,390
3227	Cary	1,439	202	-	75	34	4	-	118	76	37	14	150	9	2,157
3229	Midland	857	301	-	68	13	5	-	71	84	48	-	138	79	1,664
3230	High Point Nc Ss	1,201	239	-	56	23	4	21	97	76	27	12	115	11	1,883
3233	Galleria Ss	2,463	536	26	65	-	5	282	252	87	59	1	515	120	4,410
3234	Ocala	1,116	407	-	63	39	4	2	51	76	37	1	95	13	1,904
3237	Boynton Beach Ss	1,463	352	-	73	14	4	98	100	86	35	20	277	13	2,535
3238	Shreveport	1,454	161	1	54	0	4	143	67	91	45	17	338	234	2,608
3241	Jensen Beach '99	1,094	307	1	61	2	4	93	77	88	38	1	180	14	1,960
3242	Greenville Ss	859	260	-	61	-	4	90	58	74	27	6	77	8	1,524
3244	Rocky Mount	609	180	-	47	6	4	34	47	77	22	0	170	13	1,209
3246	Myrtle Beach	1,318	201	-	53	1	5	60	63	89	52	141	98	1	2,082
3247	Johnson City Xing	964	226	-	55	-	4	48	60	86	44	135	92	5	1,719
3249	Sawgrass	1,893	444	-	77	66	4	-	134	89	58	6	581	69	3,421
3252	Kingsport	707	113	-	60	28	4	-	53	89	25	101	50	3	1,233
3253	The Woodlands	577	384	1	62	59	5	-	175	88	42	-	239	79	1,713
3254	Sugar Land	1,171	374	-	65	-	4	86	86	87	46	-	173	87	2,181
3255	Covington	819	245	-	64	30	4	9	109	85	43	19	-	152	1,579
3260	Tulsa North '99	871	182	-	55	-	4	50	57	85	23	0	7	54	1,387
3262	Wichita Falls	707	238	-	71	13	4	-	76	86	21	0	149	95	1,461
3263	Round Rock	1,088	325	3	65	2	3	118	72	86	39	-	325	94	2,222
3264	Frisco	1,315	323	-	58	-	5	98	64	90	31	-	352	75	2,411
3269	Citrus Park	1,586	325	-	73	138	5	-	114	73	37	1	272	24	2,646
3270	Gulfport	591	258	-	73	5	4	34	164	86	51	2	45	98	1,411
3274	Lake Charles	657	333	1	56	24	4	-	76	86	39	17	118	59	1,471
3276	Clarksville '99	783	213	-	50	17	4	14	125	70	36	79	77	-	1,468
3281	Rome	1,148	277	-	56	14	4	3	56	74	43	7	84	69	1,835
3283	Dothan	1,552	238	-	64	19	4	-	120	89	48	53	58	7	2,252
3284	Hattiesburg	1,645	248	-	91	2	4	-	118	88	44	3	139	184	2,569
3285	Mall At Turtle Creek	663	104	0	52	-	4	92	19	83	39	8	328	-	1,391
3289	Merritt Island	1,151	319	-	65	31	4	-	144	90	44	1	156	11	2,016
3302	Palm Desert Ss	1,660	508	6	60	1	5	170	88	88	86	10	231	20	2,933
3304	Tucson Oracle Mini	1,717	231	-	63	5	4	-	88	89	48	0	107	35	2,387
3305	Tucson Broadway Ss	1,452	214	-	67	9	5	116	96	87	73	-	298	9	2,426
3306	Visalia Mini	754	263	-	64	-	4	54	36	88	57	7	83	3	1,414
3307	Albuquerque Ss	1,530	296	1	68	12	4	215	156	86	64	-	170	-	2,603
3309	Newport Beach Ss	1,776	362	-	59	-	4	807	57	86	72	3	123	31	3,381
3310	Valencia	1,393	452	1	60	-	4	122	97	87	66	0	286	23	2,591
3311	Rancho Cucamonga Ss	1,569	250	-	79	-	5	160	74	90	81	13	399	23	2,742
3313	Irvine Ss	2,406	491	-	69	-	1	402	93	87	74	1	144	26	3,795
3315	Gateway Ss	1,305	194	2	63	30	6	-	97	86	32	-	165	5	1,987
3316	Jantzen Beach Ss	1,814	238	-	75	2	4	191	79	89	66	0	209	14	2,781
3317	Everett Mall	967	127	-	64	2	5	81	105	85	30	185	135	-	1,786
3318	Lynnwood Ss	1,823	182	1	70	34	4	-	60	84	61	575	153	0	3,047
3319	Bellevue Crossroads	1,856	253	0	70	5	5	273	92	86	64	403	137	3	3,248
3321	Tacoma Mall	1,154	109	-	90	3	15	39	77	86	46	274	159	-	2,052
3322	Chico Mini	775	269	0	64	-	5	47	40	86	71	0	89	14	1,459
3323	Tigard Ss	1,647	268	-	76	5	5	107	93	87	53	1	207	13	2,563
3324	Clackamas Ss	1,559	202	3	78	43	6	-	147	89	34	0	134	10	2,305
3326	Bellingham Ss	562	209	-	64	-	4	136	59	85	42	199	92	3	1,457
3327	Carmel Mountain	1,286	309	0	72	-	5	172	73	84	65	3	252	12	2,334
3329	Encinitas Ss	1,305	280	-	66	14	4	95	69	85	68	2	161	18	2,167
3331	Northside	1,108	181	2	64	86	4	-	107	93	27	144	112	5	1,932
3332	Eugene Ss	1,060	156	-	71	40	4	2	103	86	52	5	107	13	1,699
3333	Medford Micro	713	136	-	60	2	4	51	110	87	55	0	78	12	1,310
3334	Boise Ss	1,509	144	-	58	-	4	37	83	86	53	-	177	5	2,156
3336	South Center	2,115	242	-	78	33	4	-	82	85	54	257	273	4	3,227
3338	Olympia Ss	1,213	218	1	66	61	3	-	72	86	45	203	141	5	2,114
3339	Westminster Ss	2,097	282	-	57	-	5	243	147	89	63	-	392	18	3,394
3340	Colorado Springs Ss	1,292	246	-	62	59	5	3	155	88	47	-	175	5	2,138
3342	Silverdale Mini	936	165	-	67	-	2	79	52	84	41	140	103	2	1,671
3343	Colorado Blvd Ss	1,922	278	-	57	95	5	-	103	86	28	-	317	22	2,914
3344	Aurora Ss	1,471	320	-	60	122	5	-	154	85	33	-	173	20	2,442
3345	Highlands Ranch/Queb	1,212	275	0	59	95	4	6	167	87	58	-	368	21	2,351
3346	Southwest Plaza	1,658	212	-	63	35	4	-	189	87	32	62	282	23	2,647



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3347	Lakewood/Homestead	1,174	328	-	72	77	5	-	171	87	32	57	247	25	2,275
3348	Boulder Ss	1,931	236	-	55	1	7	75	83	85	30	-	269	12	2,783
3349	Ogden Ss	1,323	200	-	59	1	5	41	71	86	31	2	82	7	1,907
3350	Sugarhouse	1,688	259	0	59	81	4	-	170	88	48	2	164	6	2,570
3351	Fort Union Ss	1,451	206	33	60	3	4	132	104	88	32	15	201	-	2,330
3352	Orem Ss	1,284	199	-	63	-	5	105	65	86	31	1	116	12	1,967
3353	Jordan Landing	1,202	170	0	62	-	4	172	76	92	36	1	189	18	2,022
3354	Pearl Ridge Ss	1,639	1,212	-	133	-	5	576	208	93	92	432	174	-	4,564
3360	Culver City Ss	1,858	564	1	68	22	3	-	102	88	72	57	276	16	3,126
3361	Glendale	1,895	402	-	65	82	4	56	105	86	65	2	253	25	3,039
3364	Fullerton Ss	1,145	475	1	60	3	5	112	115	88	60	2	155	22	2,241
3365	Green Valley Nv	1,266	301	1	78	-	4	88	80	95	37	27	23	6	2,005
3366	Ponce Mall	1,974	687	138	68	-	3	585	45	226	122	532	167	696	5,244
3369	San Patricio	1,349	548	144	77	-	3	458	107	170	97	474	319	319	4,064
3372	Arecibo	1,648	32	-	86	-	1	547	27	120	64	72	130	1,784	4,511
3373	Long Beach Ss	1,975	517	3	67	-	3	123	52	87	67	3	254	15	3,167
3375	Roseville	1,461	254	-	57	-	4	311	38	88	66	1	161	27	2,468
3376	Fort Collins	1,098	160	-	68	49	4	-	139	86	47	-	172	-	1,823
3377	Idaho Falls Micro	568	145	-	52	6	4	41	60	87	29	0	72	-	1,064
3378	Cottonwood	1,315	208	1	61	13	4	169	63	86	33	0	143	19	2,115
3379	Grand Junction	821	212	-	57	42	4	-	275	85	42	-	88	10	1,636
3381	Pueblo Micro	604	131	-	61	-	4	31	91	87	31	-	92	3	1,136
3382	Valley Mall	1,120	166	-	66	5	1	53	75	86	39	127	74	2	1,814
3390	Thornton	1,241	204	-	62	-	4	157	88	87	32	3	495	63	2,435
3401	Temecula/Murrieta	983	388	0	61	0	4	19	63	88	75	2	196	20	1,900
3403	Port Charlotte	1,152	316	-	66	-	3	34	121	74	44	1	144	20	1,975
3405	Boca Raton	2,817	363	1	98	-	18	497	92	88	49	0	221	33	4,278
3409	Avenues	1,538	379	-	60	-	4	120	65	73	67	5	193	21	2,526
3418	Sanford	1,528	101	-	76	-	3	176	87	72	37	18	259	32	2,390
3425	Nw Las Vegas	1,302	297	1	71	-	4	108	73	90	34	26	118	23	2,145
3428	San Luis Obispo	1,459	313	-	75	-	9	131	57	87	55	-	328	-	2,514
3502	Exchange Plaza Ss	1,448	214	2	71	2	4	82	104	87	57	0	399	97	2,567
3504	Corpus Christi	848	324	-	66	-	1	135	139	85	45	-	213	76	1,932
3505	North Richland Ss	1,481	264	-	74	-	5	121	351	89	47	-	766	116	3,312
3508	Crossroads Mini	1,067	221	0	59	-	4	68	61	78	26	0	187	61	1,833
3510	Tulsa South Ss	953	283	-	50	31	5	-	210	84	44	0	271	63	1,994
3512	Mcallen Ss	1,126	292	-	88	53	4	-	312	87	64	-	254	125	2,405
3513	Brownsville Ss	1,467	294	2	84	2	4	93	113	88	45	-	129	150	2,472
3514	Amarillo Ss	898	273	-	65	-	4	60	147	87	43	-	111	78	1,765
3515	Bellevue Ss	1,012	282	5	50	27	4	-	92	71	26	41	180	4	1,794
3516	Southlake	1,571	252	-	69	1	3	160	115	92	49	-	849	119	3,279
3518	Raleigh	1,929	216	-	61	-	2	81	44	75	28	-	186	8	2,629
3520	Northshore Ss	647	431	42	76	37	5	-	104	88	38	0	182	102	1,752
3521	Jackson Ss	1,179	279	1	63	2	4	91	109	88	43	5	217	116	2,199
3522	Garland	1,486	257	1	68	-	4	188	143	86	48	-	431	113	2,825
3525	Wellington	1,775	342	0	68	4	5	155	118	89	43	35	288	24	2,946
3527	Silverlake	1,265	322	4	62	0	4	104	87	88	26	-	246	97	2,305
3529	Exton	1,790	306	-	74	-	4	175	69	79	50	-	174	-	2,720
3549	Short Pump	858	258	-	63	15	4	25	127	73	37	100	122	30	1,711
3550	Greenville Point	1,388	161	0	60	-	3	57	61	90	38	65	147	-	2,072
3554	Bainbridge	1,306	209	0	58	-	6	98	60	79	31	52	110	6	2,016
3556	Whitman Square	1,872	302	1	77	-	3	141	196	95	36	1	114	-	2,836
3560	Spring Hill	718	155	-	57	2	4	56	85	73	34	2	78	21	1,284
3561	Millenia Mall	833	226	-	63	42	4	15	89	75	41	14	119	36	1,558
3562	Concord Mills	1,419	158	0	66	2	5	267	51	78	39	34	148	10	2,275
3564	Quail Springs	1,296	175	-	56	-	5	116	64	85	29	-	88	122	2,036
3569	Midtown Miami	2,076	343	4	75	148	5	342	50	90	33	37	574	19	3,796
3570	Hyattsville	1,940	384	10	54	-	2	212	41	71	19	5	187	7	2,932
3572	Polaris	1,725	201	-	58	-	4	68	122	86	36	66	173	11	2,551
3576	Lake Worth	1,188	259	-	65	-	5	84	87	87	38	-	319	100	2,232
3577	Rockwall	732	191	-	65	-	4	66	81	86	32	-	-	64	1,322
3579	Meyerland	1,380	281	-	62	-	4	148	100	88	31	1	231	79	2,405
3581	Stapleton	1,170	175	-	60	-	5	192	64	86	26	0	148	30	1,956
3582	La Quinta	1,316	323	-	64	-	5	99	68	86	58	6	268	24	2,318
3584	New Braunfels	840	162	-	65	42	4	-	109	85	40	-	77	67	1,491
3586	Santa Margarita	1,547	270	-	62	-	5	139	40	87	55	-	568	29	2,803
3587	Bethlehem	1,299	184	-	60	-	3	90	77	80	46	114	162	-	2,117
3588	Southpark Meadows	1,228	271	-	60	-	4	145	76	85	25	-	-	82	1,977
3589	Southaven	1,157	294	-	63	1	3	194	60	90	47	3	134	100	2,147
3590	Meriden	1,699	344	4	101	-	4	136	96	88	28	0	236	22	2,758
3591	Warrington	1,478	251	-	66	-	3	17	105	85	39	0	302	-	2,347
3592	Colony Place	1,297	406	-	85	3	4	92	34	94	32	-	73	-	2,120
3595	Waterford Lakes	1,571	236	-	66	-	4	-	35	72	38	0	152	31	2,204
3597	Apex	882	171	-	63	-	3	72	49	73	26	-	25	-	1,364

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3599	South Bay Center	2,950	351	-	89	-	4	416	123	93	32	0	239	-	4,296
3601	North Attleboro	1,412	361	-	91	-	6	114	89	94	43	-	126	2	2,338
3602	Millbury	1,528	374	1	99	-	4	196	115	102	50	-	86	3	2,559
3603	Ann Arbor Ss	1,228	240	1	60	2	4	140	81	88	38	-	269	25	2,175
3606	Lakeside	1,416	241	-	59	-	4	81	105	87	37	-	186	18	2,233
3607	Roseville	1,373	293	-	61	57	4	-	383	91	35	-	153	24	2,475
3608	Novi	1,681	129	1	59	-	4	76	150	87	40	-	122	21	2,369
3611	Taylor Ss	1,516	318	1	53	2	4	63	90	87	39	0	308	33	2,516
3613	Westland Ss	2,171	282	2	61	71	4	-	85	81	39	-	244	24	3,065
3614	Sawmill Ss	1,128	231	0	66	0	1	111	56	88	38	65	268	-	2,053
3615	Easton Ss	1,411	228	-	66	77	1	-	61	87	30	51	171	-	2,182
3616	Brice Ss	1,360	224	-	63	36	2	-	119	87	48	43	128	-	2,111
3617	Century Ss	2,527	318	-	63	-	5	66	110	75	33	80	242	-	3,518
3618	Wilkins Ss	2,507	339	0	71	47	4	-	151	74	50	98	398	-	3,739
3619	Ross Park Ss	866	272	-	69	2	4	89	68	73	35	74	106	-	1,659
3621	Evansville	1,471	249	-	55	-	4	79	32	84	51	-	224	-	2,248
3622	Field-Ertel Ss	890	252	2	64	65	5	-	263	87	67	62	241	-	1,999
3624	North Town Ss	1,373	220	-	58	-	4	134	95	91	29	1	260	-	2,265
3625	Schererville	1,299	223	-	61	0	4	96	67	91	55	-	222	-	2,119
3626	Niles	1,238	208	-	57	38	3	194	44	91	31	48	126	7	2,086
3627	Arundel Mills	1,395	366	1	57	-	4	154	79	73	34	5	298	16	2,484
3628	Frederick Ss	1,061	325	-	64	29	5	-	119	72	32	5	135	-	1,847
3629	Boardman Ss	1,436	249	-	64	63	4	-	128	88	35	62	178	-	2,307
3630	Saginaw	903	267	-	53	0	4	102	104	85	43	-	160	20	1,741
3631	Flint	1,771	290	-	66	8	4	250	151	84	51	0	326	20	3,023
3632	Walker	1,471	327	-	61	-	4	87	73	87	40	-	143	17	2,311
3633	Kentwood Ss	1,488	273	-	66	46	4	-	90	88	27	0	252	20	2,355
3634	Portage Ss	1,340	248	1	69	25	4	39	138	90	45	-	182	19	2,200
3635	West Lansing Ss	1,474	199	0	62	4	4	154	91	85	42	-	208	23	2,345
3638	Hagerstown	1,120	273	1	58	-	4	67	147	88	67	5	161	42	2,034
3639	Oyster Point	1,231	218	1	59	4	3	83	83	85	46	140	149	73	2,176
3640	Greenbrier Ss	1,526	247	-	60	3	4	46	97	78	36	101	137	26	2,359
3641	Keene	892	238	-	85	1	3	36	46	86	49	-	422	-	1,860
3645	Laredo	922	245	2	81	2	4	123	83	86	43	0	135	84	1,810
3648	Augusta Marketplace	1,064	363	-	80	-	4	93	62	87	45	0	235	28	2,061
3654	Appleton	1,302	329	-	64	56	4	-	72	87	48	0	155	0	2,119
3659	Leesburg	1,443	137	11	50	-	2	132	76	134	20	88	122	41	2,255
3662	Trumbull	2,887	586	1	84	-	5	575	112	86	51	-	175	15	4,577
3663	Gateway	4,034	509	486	95	9	1	263	88	90	67	1	340	-	5,983
3664	Atlantic Center	2,784	536	459	90	-	5	288	198	88	57	3	108	-	4,617
3666	Parkersburg	1,142	148	-	55	0	4	43	191	89	33	208	97	42	2,053
3668	Danbury	1,968	441	5	99	117	4	2	134	87	46	1	288	7	3,199
3669	East Brunswick	2,205	431	1	68	-	3	210	140	87	38	2	332	-	3,517
3670	Eatontown	2,290	462	0	51	-	4	163	87	85	53	2	379	-	3,576
3672	Westbury	3,115	766	-	78	-	4	304	160	90	55	-	524	-	5,096
3674	Hicksville Ss	1,240	549	-	88	89	4	-	113	90	33	-	705	-	2,910
3675	Greeley	725	141	-	61	-	4	78	41	88	26	0	101	23	1,287
3677	Lady Lake	987	188	-	68	1	4	59	73	73	37	0	-	27	1,518
3679	Union Square	5,311	745	463	84	39	2	679	508	99	103	40	2,155	-	10,228
3680	80Th & Broadway	4,822	377	479	126	87	2	25	194	88	59	14	1,409	-	7,680
3682	Middletown Ss	1,045	405	1	82	88	1	37	71	87	36	-	208	-	2,061
3684	Paramus	3,586	442	2	69	-	4	190	122	91	55	7	510	-	5,079
3686	Rego Park/Queens	7,117	638	431	119	25	4	927	166	100	77	3	1,251	-	10,859
3687	Ledgewood	1,274	417	-	75	-	4	174	73	87	35	2	110	-	2,252
3688	Bergen	2,675	425	473	98	-	4	237	138	89	50	2	135	-	4,327
3689	Somerville	951	469	-	62	81	4	-	125	87	42	2	190	-	2,014
3690	Norwalk	2,478	541	-	93	-	3	95	94	86	54	1	387	15	3,845
3691	Staten Island Ss	3,247	630	-	57	2	2	359	135	87	42	1	217	-	4,777
3692	Bricktown Ss	1,330	444	-	66	-	4	94	118	87	49	2	297	-	2,490
3693	Union Nj Ss	2,489	517	-	60	-	4	137	98	91	48	2	537	-	3,982
3694	Valley Stream	2,616	466	478	94	2	4	110	289	88	50	-	993	-	5,189
3695	Wayne	1,728	520	8	79	79	4	26	94	94	56	2	559	-	3,251
3696	White Plains	3,080	764	0	96	-	4	535	150	91	42	-	559	-	5,321
3697	Whitestone	3,119	656	479	105	9	5	217	350	89	60	13	555	-	5,657
3698	Woodbridge	2,461	310	3	53	-	4	174	61	90	32	2	377	-	3,569
3699	Yonkers	2,146	732	439	88	2	4	598	179	89	63	-	529	-	4,868
3700	Cortlandt	1,866	450	-	85	135	4	-	120	89	37	-	346	-	3,130
3701	Fort Wayne	818	183	-	46	0	4	49	53	91	43	-	127	11	1,425
3702	Terre Haute	733	151	2	59	-	4	40	58	87	38	-	48	1	1,222
3705	Spring Meadows	1,219	300	-	63	1	4	42	76	89	28	40	34	-	1,896
3706	Harrisburg East	1,343	249	1	57	-	4	108	59	88	40	-	116	-	2,066
3707	Lancaster	1,434	257	-	66	-	5	54	68	89	84	-	194	-	2,251
3708	York	413	223	0	58	-	3	165	68	86	69	145	159	-	1,391
3710	Robinson	1,187	209	-	70	46	4	-	67	73	43	-	287	-	1,985

Circuit City Stores, Inc.  
Occupancy Schedule for 567 Stores  
Per Diem based on TTM thru November 30, 2008

Loc #	Location Name	Rent	Utilities	Guard Service	Contract Cleaning	Misc. Occ	Alarm Monitoring	CAM	Building Maint/ Repairs	TSS IBM Maint Exp	Insurance General	Licenses	Real Estate Tax	Personal Property Tax	Total
3711	Muskegon	1,017	197	-	55	3	4	118	104	79	40	-	-	31	1,648
3713	Holland Micro	665	155	-	60	-	4	57	52	87	32	-	77	10	1,201
3720	Mechanicsburg	1,222	273	-	80	3	3	68	88	87	72	-	128	-	2,024
3721	Sterling Ss	1,394	193	-	59	-	4	102	149	73	41	94	185	10	2,303
3724	Saugus	1,703	453	-	80	-	2	145	208	87	36	0	165	1	2,880
3725	Dover	787	254	-	65	2	2	72	92	90	15	451	70	-	1,900
3731	Bay Ridge	4,372	421	451	102	1	11	-	369	90	39	1	539	-	6,396
3732	Williston	1,281	307	-	84	0	4	95	95	86	49	-	93	-	2,093
3733	Steubenville	839	131	-	55	36	4	-	85	86	21	27	57	8	1,348
3734	Franklin Park Ss	1,448	300	-	76	11	4	147	42	87	44	53	144	-	2,357
3735	Tyson'S Corner West	2,504	131	-	63	-	4	99	76	72	26	-	308	45	3,327
3736	Puyallup	1,108	163	-	83	5	3	178	41	88	32	167	26	-	1,893
3738	Vineland	1,273	262	-	59	-	4	94	40	88	23	3	139	-	1,986
3740	Bangor	1,044	388	-	74	83	4	-	84	88	41	0	120	22	1,948
3742	Clarksburg	625	141	-	53	53	4	7	107	88	27	177	48	38	1,368
3743	Maple Grove	1,447	174	-	66	2	3	254	48	90	23	1	287	-	2,394
3744	Erie	1,049	207	-	67	2	4	261	85	89	45	-	92	-	1,901
3746	Johnstown	1,250	203	1	58	-	3	73	40	90	47	65	143	-	1,974
3748	Yuma Las Palmillas	760	233	-	63	-	5	54	73	88	32	0	296	-	1,604
3750	St Clairsville	653	137	-	58	45	4	7	43	87	27	47	57	-	1,164
3752	Va Center Commons	1,301	196	1	57	2	4	77	142	88	39	99	127	20	2,154
3754	Kennewick	1,563	123	-	59	30	4	16	64	88	49	204	144	9	2,354
3764	Phillipsburg	1,300	427	-	55	-	4	52	51	89	36	2	50	-	2,065
3767	Brentwood Ss	2,506	179	0	53	-	4	165	62	91	36	57	283	9	3,444
3768	Leominster	1,659	388	4	99	-	4	118	92	99	49	-	152	1	2,665
3769	Concord	1,339	400	1	87	1	4	73	88	88	47	-	211	-	2,338
3770	Taunton	1,557	371	-	89	2	4	146	90	88	41	0	166	3	2,558
3771	Folsom	1,898	218	-	39	-	2	213	42	116	34	4	186	41	2,793
3774	Decatur	995	225	-	45	0	4	65	95	87	40	-	165	-	1,720
3776	Brighton	1,295	230	-	58	1	3	84	74	86	28	-	118	40	2,018
3779	Enfield	1,771	322	0	97	-	2	113	38	88	22	1	182	22	2,658
3780	Hamburg	1,317	186	-	59	-	3	89	42	84	41	-	132	45	1,996
3783	Plymouth Meeting	1,682	404	-	60	-	4	61	82	85	29	64	200	-	2,671
3792	Mchenry	1,352	261	1	52	-	4	92	79	88	29	-	348	-	2,305
3797	Grandville Market	1,214	222	0	59	4	4	31	62	88	24	-	373	27	2,110
3810	Harlingen	606	166	27	59	8	2	128	57	102	22	0	299	154	1,631
3815	Katy Mills	1,841	372	-	63	-	4	188	127	111	18	4	279	201	3,206
3830	Glynn Isles	867	141	-	20	-	4	81	83	80	24	2	164	12	1,477
3831	Market Square	1,237	154	-	74	4	2	177	46	112	36	-	519	-	2,359
3832	Township Market	838	99	-	49	-	3	148	80	105	17	40	353	-	1,732
3844	Fairfax Towne Center	1,815	175	-	51	-	1	-	144	101	31	113	133	66	2,631
3845	Deptford	1,468	284	-	66	-	2	156	88	73	12	2	451	-	2,601
3846	East Chase	1,243	326	21	63	-	3	178	32	109	26	17	140	-	2,158
3847	Midtown Village	1,647	11	-	59	-	2	188	45	73	18	95	82	-	2,221
3848	Boranda	1,899	292	-	55	-	2	36	34	75	35	58	135	26	2,646
3849	Norridge Commons	1,975	208	-	70	0	2	112	51	74	15	5	496	-	3,008
3850	Promenade	1,469	178	-	54	-	1	316	61	81	10	2	311	-	2,484
3851	Madison Heights	1,551	287	4	59	5	2	129	111	99	16	1	409	-	2,671
3852	Keizer Station	1,083	114	1	59	-	3	102	40	103	28	-	155	-	1,688
3853	Target Center	1,198	23	-	63	-	2	157	34	77	15	94	194	31	1,889
3854	Parkdale	1,345	283	-	78	1	3	-	63	101	27	-	240	219	2,359
3855	Sun Land	1,177	227	-	65	-	2	92	55	74	22	0	276	194	2,185
3856	Baybrook	1,329	259	-	55	-	3	155	105	74	22	3	117	190	2,311
3857	Deerbrook	1,204	298	-	89	-	4	123	141	104	15	0	302	-	2,280
3858	San Antonio	942	194	-	56	-	2	99	36	97	25	0	471	113	2,034
3859	Ashwaubenon	1,482	195	-	52	2	2	71	57	74	25	1	174	25	2,160
3862	Westgate Mall	1,005	65	-	95	-	2	86	56	125	25	1	627	6	2,093
3864	Manhattan	11,749	59	505	115	-	2	-	209	98	18	39	961	-	13,754
3865	Fingerlakes Crossing	486	246	-	72	-	3	77	57	92	15	-	277	-	1,325
3878	Brea	433	244	-	73	2	2	97	55	97	21	4	322	29	1,378
3882	Harker Heights	801	316	-	75	-	1	61	62	102	30	-	237	102	1,787
3883	Williamsport	882	173	-	58	4	2	71	70	108	31	-	430	-	1,829
4101	Montgomeryville Ss	1,553	276	0	62	85	4	-	90	86	34	60	136	-	2,386
4105	Dickson City	1,315	196	0	69	-	4	75	109	86	52	85	145	-	2,136
4106	Wilkes Barre	1,402	201	-	61	10	3	133	63	88	46	210	213	-	2,431
4110	Danvers Ss	1,126	407	-	96	69	3	-	144	87	34	-	187	1	2,154
4111	Somerville Ss	1,975	444	1	98	-	4	72	90	95	52	1	578	1	3,410
4112	Burlington Ss	2,160	485	0	92	89	5	-	151	97	56	0	364	2	3,501
4113	Seekonk Ss	1,172	460	-	103	-	11	67	160	86	33	0	173	0	2,264
4114	Cranston Ss	970	469	1	91	-	1	265	118	87	46	0	381	4	2,433
4115	Nashua Ss	1,443	346	3	81	93	4	-	123	98	71	-	296	-	2,557
4116	Portsmouth Ss	1,039	402	-	88	58	4	-	163	87	56	-	191	-	2,087
4119	Braintree Ss	1,714	411	1	95	-	5	1,027	123	96	51	-	595	1	4,119
4120	Salem Ss	1,167	319	-	97	85	4	-	131	95	58	0	165	-	2,121

Circuit City Stores, Inc.  
Occupancy Schedule for 567 Stores  
Per Diem based on TTM thru November 30, 2008

Loc #	Location Name	Rent	Utilities	Guard Service	Contract Cleaning	Misc. Occ	Alarm Monitoring	CAM	Building Maint/ Repairs	TSS IBM Maint Exp	Insurance General	Licenses	Real Estate Tax	Personal Property Tax	Total
4121	Natick Ss	2,797	265	-	86	35	4	184	76	96	58	-	181	-	3,784
4122	Hanover Mini	953	362	-	84	-	5	180	100	88	34	0	75	1	1,881
4123	Dartmouth Mini	1,091	399	-	89	-	5	63	79	87	31	-	67	1	1,911
4124	Manchester Ss	1,159	334	-	90	80	4	-	115	93	42	2	119	-	2,039
4130	Kissimmee	1,323	245	1	62	-	3	267	50	96	17	0	163	8	2,237
4131	Manteca	1,018	216	-	62	0	2	55	39	87	35	1	122	13	1,650
4132	Turlock	1,034	181	2	56	-	2	54	33	88	38	11	138	17	1,654
4134	Towson	1,533	298	2	88	-	2	122	73	102	20	6	232	74	2,551
4135	Metairie	1,503	288	1	51	35	3	-	142	74	29	27	75	-	2,226
4136	Pine Island	682	238	-	59	-	3	173	46	90	15	46	235	45	1,631
4139	Signal Hill	1,529	324	1	65	-	2	248	54	89	42	2	197	24	2,577
4143	Gloucester	1,281	288	-	63	-	3	149	71	87	27	2	385	-	2,356
4144	Chambersburg	915	159	-	57	-	2	24	42	87	36	-	19	-	1,341
4147	Hamilton Crossing	922	149	-	61	0	2	103	42	73	15	-	122	8	1,498
4150	Pasadena	1,214	358	-	71	0	3	95	64	90	32	1	320	236	2,483
4176	Monrovia	1,275	211	-	75	-	2	139	36	104	14	5	157	15	2,031
4179	Vacaville	978	351	-	86	-	2	149	124	107	23	5	240	25	2,089
4201	Melbourne Ss	1,602	298	-	70	-	4	130	65	86	51	5	115	7	2,434
4202	Norfolk	546	165	0	60	3	2	18	66	94	20	67	90	70	1,199
4212	Midtown	11,439	493	705	188	-	3	-	356	92	14	2	2,916	-	16,208
4232	Cypress Lakes	984	264	-	33	-	2	96	22	148	45	122	530	46	2,292
4233	Sebring	890	209	1	52	-	2	52	63	73	22	2	377	2	1,746
4242	Rossmoor Center	2,264	314	1	71	-	4	101	55	75	19	1	615	3	3,523
4246	Baton Rouge	1,557	144	-	61	-	2	105	90	120	33	29	272	281	2,696
4247	Denton	1,390	241	-	61	-	2	207	41	71	22	1	374	90	2,499
4249	Port Arthur	783	207	-	80	-	2	128	114	73	13	-	266	45	1,712
4256	Mt Pleasant	1,130	179	-	54	-	2	89	48	74	12	74	135	55	1,852
4261	Southern Tier Cross	835	222	1	51	-	2	90	58	72	13	-	647	-	1,992
4271	Foxboro	1,014	302	5	63	5	2	208	113	73	14	1	707	1	2,508
4272	Amherst	555	303	-	47	-	2	140	75	96	29	0	249	-	1,496
4275	Sarasota	1,365	137	-	25	1	2	185	15	164	41	3	166	14	2,116
4276	Port St Lucie	939	211	-	106	-	2	149	20	129	35	42	473	92	2,198
4302	Eastridge	1,026	354	0	63	-	4	268	59	89	59	4	12	12	1,949
4305	Burbank Ss	1,028	378	-	62	17	4	-	82	88	65	6	243	24	1,999
4307	Prattville	713	195	-	62	-	2	36	31	73	12	-	59	1	1,183
4308	Westbank	1,505	264	7	66	2	2	158	74	82	15	9	106	170	2,460
4309	Alexandria Mall	787	324	-	57	4	3	108	51	87	17	1	88	182	1,708
4313	La Habra	2,086	390	-	77	-	2	305	107	98	28	9	286	29	3,418
4317	Power And Barnes	1,188	129	-	62	-	2	270	39	72	13	-	13	30	1,819
4320	Cleveland	893	199	-	48	-	4	65	44	109	17	190	293	14	1,877
4321	White Oak Village	1,015	275	-	18	1	2	90	49	125	20	61	79	34	1,770
4336	Torrington	1,023	305	-	79	-	2	117	61	95	14	2	157	34	1,888
4502	Lewisville Ss	1,295	270	2	61	-	1	132	83	94	44	-	265	80	2,326
4503	Northstar Ss	1,366	319	2	101	0	5	120	167	80	54	1	623	104	2,941
4505	Little Rock West II	957	260	-	76	18	5	-	69	93	41	12	110	44	1,684
4506	North Little Rock Ss	874	272	1	61	20	5	-	135	85	24	11	67	72	1,626
4507	Santa Cruz Mini	1,465	347	-	68	41	4	-	85	87	98	2	167	10	2,375
4508	El Paso East Ss	1,320	344	-	79	5	3	128	71	91	42	-	165	119	2,369
4510	Lubbock Ss	1,016	267	-	70	9	5	-	110	90	48	-	124	84	1,822
<b>Total</b>		<b>798,109</b>	<b>163,338</b>	<b>6,877</b>	<b>38,270</b>	<b>7,991</b>	<b>2,234</b>	<b>60,776</b>	<b>58,308</b>	<b>48,888</b>	<b>24,889</b>	<b>17,711</b>	<b>130,107</b>	<b>17,332</b>	<b>1,374,830</b>

Exhibit 3.3(b)

FORM OF AGENT LETTER OF CREDIT

[NAME OF ISSUING BANK]

[ADDRESS]

Date: \_\_\_\_\_, 200\_\_

Irrevocable Standby Letter of Credit Number: \_\_\_\_\_

BENEFICIARY:

Bank of America, N.A.,  
in its capacity as Agent under Merchant's existing credit facility  
100 Federal Street  
Boston, MA 02110  
Attention: Retail Finance

Credit Number:  
Opener's Reference No:

Gentlemen:

BY ORDER OF: [AGENT'S NAME]

We hereby open in your favor our Irrevocable Standby Letter of Credit for the account of \_\_\_\_\_ for a sum or sums not exceeding a total of \$\_\_\_\_\_ U.S. Dollars (\_\_\_\_\_) available by your draft(s) at SIGHT at [ADDRESS] effective immediately and expiring at OUR COUNTERS on \_\_\_\_\_, 20\_\_, or such earlier date on which beneficiary shall notify us in writing that this Standby Letter of Credit shall be terminated accompanied by the original Letter of Credit (the "Expiry Date").

Draft(s) must be accompanied by a signed statement in the form attached hereto as Exhibit A, and the original Letter of Credit. The amount available to be drawn by you may be reduced from time to time by delivering to us a signed statement in the form attached hereto as Exhibit B.

Partial and/or multiple drawings are permitted. Draws may be made in person or by facsimile at: [NUMBER].

Each draft must bear upon its face the clause "Drawn under Letter of Credit No. \_\_\_\_\_ dated \_\_\_\_\_, 20\_\_ of [NAME AND ADDRESS OF ISSUING BANK]."

We will immediately notify each of you if any requested draw under the Standby Letter of Credit does not conform to the terms contained herein.

Except so far as otherwise expressly stated herein, this Letter of Credit is subject to "International Standby Practices 1998."

We hereby agree that drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored if presented to the above mentioned drawee bank on or before the Expiry Date.

Kindly address all correspondence regarding this Letter of Credit to the attention of our Letter of Credit Operations, [ADDRESS OF L/C DEPARTMENT OF ISSUING BANK], Attention: [NAME], mention our reference number as it appears above. Telephone inquiries can be made to \_\_\_\_\_ at \_\_\_\_\_.

Very truly yours,

**EXHIBIT A**

TO IRREVOCABLE LETTER OF CREDIT NO. \_\_\_\_\_

Re: Drawing for Amounts Due to:

Ladies and Gentlemen:

I refer to your Letter of Credit No. \_\_\_\_\_ (the "Letter of Credit"). The undersigned, duly authorized representative of Bank of America, N.A., in its capacity as agent under that certain credit facility, in its capacity as a Beneficiary of the Letter of Credit hereby certifies to you that:

(i) To the undersigned's knowledge, [\_\_\_\_\_] has not made a payment when due of the Guaranteed Amount, as such term is defined in that certain Agency Agreement, dated as of January 15, 2009 (the "Agency Agreement"), between Circuit City Stores, Inc., as Debtor and Debtor-in-Possession (the "Merchant") and the Agent. To the undersigned's knowledge, Merchant has provided Agent with the notice required under the Agency Agreement prior to this draw being made.

(ii) To the undersigned's knowledge, as of the date hereof, the Merchant has not caused an Event of Default (as defined in the Agency Agreement) to occur or exist.

(iii) The amount to be drawn is \$\_\_\_\_\_ (the "Amount Owing").

(iv) Payment is hereby demanded in an amount equal to the lesser of (a) the Amount Owing and (b) the face amount of the Letter of Credit as of the date hereof.

(v) The Letter of Credit has not expired prior to the delivery of this letter and the accompanying sight draft.

(vi) The payment hereby demanded is requested to be made in immediately available funds upon delivery of this certificate by wire transfer to the following account:

[\_\_\_\_\_]
[\_\_\_\_\_]
[\_\_\_\_\_]

Further Credit to: [Account Title]
[Account No.]

IN WITNESS WHEREOF, I have executed and delivered this certificate as of this  
\_\_\_\_ day of \_\_\_\_\_, 200\_.

Very truly yours,

By: \_\_\_\_\_

Name:

Title:



**EXHIBIT B**

TO IRREVOCABLE LETTER OF CREDIT NO. \_\_\_\_\_

Re: Reduction of Letter of Credit Amount:

Ladies and Gentlemen:

I refer to your Letter of Credit No. \_\_\_\_\_ (the "Letter of Credit"). The undersigned, duly authorized representative of Bank of America, N.A., in its capacity as agent under that certain credit facility, in its capacity as a Beneficiary of the Letter of Credit hereby certifies to you that the amount of the Letter of Credit may be decreased by \$[\_\_\_\_\_].

IN WITNESS WHEREOF, I have executed and delivered this certificate as of this \_\_\_\_ day of \_\_\_\_\_, 200\_.

Very truly yours,

By: \_\_\_\_\_

Name:

Title:

BANK OF AMERICA, N.A.